THE TRADES DISPUTES BILL.—see p. 377. THE CORONERS AMENDMENT ACT.—see p. 381.

The Solicitors' Journal and Weekly Reporter.

[REGISTERED AS A NEWSPAPER]

VOL. LXXI. No. 20 [PAGES 375 TO 394]. Saturday, May 14, 1927. PRICE 1s.

FLOWERDEW & CO.,

Translations of Notarial Quality.

WORK DONE ON PREMISES BY PERMANENT STAFF.

227-228, STRAND (*Facing Law Courts*).

'Phone: City 1155 (3 lines). Tel.: "Flowerdew, London."
CITY OFFICES:—11, POULTRY, E.C.2.

THE GUARANTEE SOCIETY, LIMITED,

which has been in existence for a period of upwards of 85 years for the transaction of

FIDELITY INSURANCE

is enabled to place at the disposal of employers generally, and to all who require Guarantees for Official and other Appointments the advantages of its unrivalled experience in this class of business.

COURT BONDS

A SPECIALITY.

Other Departments:

FIRE, ACCIDENT,
BURGLARY, CONTINGENCY.

19, Birchin Lane, London, E.C.3.
Telephone: CENTRAL 813 and 814.

ESTABLISHED 1809.

NORTH BRITISH & MERCANTILE INSURANCE COMPANY, LTD.

FIRE **LIFE**
ACCIDENT ANNUITIES
BURGLARY MARINE

TOTAL FUNDS EXCEED
£32,520,000.

TOTAL INCOME EXCEEDS
£9,959,000.

CHIEF OFFICES:

LONDON: 61, Threadneedle St., E.C.2.
EDINBURGH: 64, Princes Street.

ESTABLISHED 1869.

LONDON GUARANTEE & ACCIDENT COY., LTD.,

FOR

COURT BONDS

OF EVERY DESCRIPTION.

SPECIAL INDEMNITIES IN CONNECTION WITH MISSING BENEFICIARIES, LOST DOCUMENTS, DEFECTS IN TITLE, ETC.

FIDELITY GUARANTEES.

HEAD OFFICE—
20, 21, 22, LINCOLN'S INN FIELDS, W.C.2.
TELEPHONE:—
HOLBORN 5450 (eleven lines).

For
ADMINISTRATION
RECEIVERSHIP } BONDS
CUSTOMS
FIDELITY GUARANTEES

THE

OCEAN

ACCIDENT & GUARANTEE CORPORATION, LIMITED,
36-44, MOORGATE, LONDON, E.C.2.

Indemnities re:

LOST DOCUMENTS,
MISSING BENEFICIARIES,
DEFECTS IN TITLE,
FORGED TRANSFERS.

Other classes of business transacted, e.g.,
Accident, Burglary, Employers' Liability, Fire, Motor, &c., &c.

Expedition and Economy in Company Printing are assured by using

DRAFT FORMS OF MEMORANDUM and ARTICLES OF ASSOCIATION

By CECIL W. TURNER, Barrister-at-Law.

FULL SET (Public or Private) .. each 3s. 6d.
SHORT SET, adopting Table A with modifications (Public or Private) each 2s. 6d.
Set for Company Limited by Guarantee 3s. 6d.

THESE forms are frequently revised, and the regulations of thousands of existing Companies have been based upon them.

As the Society keeps standing hundreds of sets of the type from which the drafts are printed, proofs can be supplied at very short notice, and much of the usual cost of printing saved.

The Solicitors' Law Stationery Society, Limited

Head Office & Works: 104-7, FETTER LANE, E.C.4
BRANCHES:
22, CHANCERY LANE, W.C.2.
49, BEDFORD ROW, W.C.1. 6, VICTORIA STREET, S.W.1.
27 & 28, WALBROOK, E.C.4. 15, HANOVER STREET, W.1.
19 & 21, NORTH JOHN STREET, LIVERPOOL.

COSTS.

G. PORTER NIXON & CO.,
LAW COSTS DRAFTSMEN,
35, BEDFORD ROW, LONDON, W.C.1.

BILLS OF COSTS of all kinds Advised upon, Settled or Taxed. Town or Country.
Costs Departments Managed. Telephone: Chancery 7528.

STEVENS & SONS, LTD.,

119 & 120, CHANCERY LANE, W.C.2.

Telephone: HOLBORN 1386.

Law Publishers, Booksellers and Exporters.

Licensed Valuers for Probate, Partnership, &c.

Every Description of Law Work Sold or Purchased.

Catalogues of New or Second-hand Law Books post free.

JUST PUBLISHED. 5TH EDITION.

Price £2 10s. net, postage 1s.

GODEFROI ON TRUSTS.

The Law of Trusts and Trustees.

5TH EDITION.

By H. G. HANBURY, B.C.L., M.A., Fellow of Lincoln College, Oxford; of the Inner Temple, Barrister-at-Law.

STEVENS & SONS, LIMITED,

119 & 120, Chancery Lane, W.C.2.

ORDER ALL

LAW BOOKS

FROM

THE SOLICITORS' LAW STATIONERY SOCIETY, Ltd.

LAW BOOKSELLERS

22, CHANCERY LANE, W.C.2, & Branches.

Telegrams: "OYEZ, FLEET, LONDON."

Telephone: HOLBORN 0162.

Every Barrister and Solicitor should read

THE CRIMINOLOGIST

Articles by Bernard Hollander, M.D., Lt.-Commander Kenworthy, R.N., M.P., Sir William Arbuthnot Lane, Arthur Lambton, Secretary, "Crimes Club," Dr. Edmund Locard, Professor C. J. S. Thompson, M.B.E., Ph.D., Netley Lucas, etc.

Specimen copies of current number, 1s., post free from JOHN MISSENDEN LTD., Clifton Press, Clifton Rd., N.W.10.

THE KELLY LAW-BOOK COMPANY, LTD.,

BUY AND SELL all descriptions of LAW-BOOKS (New and Second-hand).

Please Address:

THE KELLY LAW-BOOK COMPANY, LTD.,

57, CAREY STREET, CHANCERY LANE, W.C.2.

*** Valuations made upon Moderate Terms.

Telephone: 602 Holborn.

EDE & RAVENSCROFT

FOUNDED IN THE REIGN OF WILLIAM & MARY 1689.

ROBE MAKERS — COURT TAILORS.

BY APPOINTMENT.

TAILORING—SOLICITORS' GOWNS.

Wigs for Registrars, Town Clerks & Coroners.

93 & 94 CHANCERY LANE, LONDON, W.C.2.

WHEN YOU WANT A LAW BOOK

WRITE TO

SWEET & MAXWELL, LTD.

3 Chancery Lane, London, W.C.2.

LIBRARIES PURCHASED AND VALUED.

RELIEVES COLDS — PREVENTS "FLU"

VAPEX

(REG. TRADE MARK)

INHALANT

The Hay Fever Season.

JUST when Summer joys are most alluring, Hay Fever claims its victims. The intense irritation makes life a misery. Just a drop on the handkerchief in the morning and an occasional inhalation of the vapour during the day.

The regular use of Vapex gives both protection and relief.

All Chemists 2/- & 3/-

THOMAS KERFOOT & CO., Ltd

Bardsley Vale, Lancs.

THE TRUSTEES CORPORATION LIMITED.

The first Corporation founded in the United Kingdom to act as EXECUTOR and TRUSTEE.

Receivers' Bonds and Sinking Fund Policies issued.

Safe Deposit, Offices, and Halls for Meetings, at WINCHESTER HOUSE, OLD BROAD STREET, E.C.2.

Liverpool Branch and Safe Deposit: 2, Exchange Street, East.

PECKHAM HOUSE

MENTAL HOSPITAL.

ESTABLISHED 1826.

112, PECKHAM ROAD, LONDON, S.E.15.

TELEGRAMS: "ALLEVIATED, LONDON."

TELEPHONE: NEW CROSS 576.

Certified Patients and Voluntary Boarders Received.

Private houses for suitable cases adjoin the Institution. Holiday parties sent to the Seaside branch at Worthing during the summer months. Moderate terms. Apply to Medical Superintendent for further particulars and Illustrated Prospectus.

PARCHMENTS AND POSTAGE STAMPS.

WANTED to Purchase or Exchange, Old Parchments, Deeds, Charters, Leases, Agreements, Rolls, &c.; also Old English and Foreign Stamps on the covers—all prior to 1860; good prices given.—Particulars to Moulton, 5, Park-hill, Richmond, Surrey.

STANDARD WORKS ON

COMPANY LAW, &c.

DRAFT MEMORANDUMS AND ARTICLES OF ASSOCIATION.

FORM A.	For Large Public Companies	3s. 6d.
FORM B.	For Small ,, ,,	2s. 6d.
FORM C.	For Large Private Companies	3s. 6d.
FORM D.	For Small ,, ,,	2s. 6d.

The above Draft Forms, settled by eminent Company Counsel, are adopted by Solicitors throughout the United Kingdom. The printing charges are calculated on a reduced scale if any one of these Forms is adopted and the printing entrusted to JORDAN & SONS, LIMITED.

HANDBOOK ON THE FORMATION, MANAGEMENT AND WINDING UP OF JOINT STOCK COMPANIES (GORE-BROWNE). 36th Edition (1925), by T. E. HAYDON, M.A., K.C., and HERBERT W. JORDAN. 17s. 6d. net; by post 18s. 3d.

THE COMPANIES ACTS, 1908 to 1917: with Explanatory Notes and References to Decided Cases. By D. G. HEMMANT, Barrister-at-Law, 8th Edition (1925). Price 10s. net; by post 10s. 9d.

THE LAW OF STAMP DUTIES ON DEEDS AND OTHER INSTRUMENTS. By the late E. N. ALPE, of the Solicitor's Department, Inland Revenue, Barrister-at-Law. Revised by A. R. RUDALL, Barrister-at-Law; with Notes on Practice by HERBERT W. JORDAN, Company Registration Agent. 18th Edition (1925). 15s. net; by post 15s. 9d.

THE SECRETARY'S MANUAL ON THE LAW AND PRACTICE OF JOINT STOCK COMPANIES, with Forms and Precedents. By T. E. HAYDON, M.A., K.C., and Sir GILBERT GARNSEY, K.B.E., F.C.A. 19th Edition (1925). 7s. 6d. net; by post 8s. 3d.

COMPANY LAW AND PRACTICE: an Alphabetical Guide thereto. By HERBERT W. JORDAN and STANLEY BORRIE, Solicitor. The text of the Companies Acts, 1908-1917, is included. 16th Edition (1925). 7s. 6d. net; by post 8s. 3d.

THE CONDUCT OF AND PROCEDURE AT PUBLIC AND COMPANY MEETINGS. By ALBERT CREW, of Gray's Inn, Barrister-at-Law. 8th Edition (1924). 5s. net; by post 5s. 5d.

CONVERTING A BUSINESS INTO A PRIVATE COMPANY. By HERBERT W. JORDAN. A typical case of a trader converting his business into a company is exemplified. 5th Edition (1925). Price 1s. net; by post 1s. 2d.

JORDAN & SONS, LIMITED,

COMPANY REGISTRATION AGENTS,

116-118, Chancery Lane, London, W.C.2.

Established 1836. Telephone: Holborn 0273.

GENERAL REVERSIONARY AND INVESTMENT CO.

Assets £1,000,000.

Reversions and Life Interests Purchased or Loans Granted thereon.

Apply to the ACTUARY, 59, CAREY STREET, W.C.2.

"LAW NOTES" LENDING LIBRARY

for PRACTITIONERS and STUDENTS.

SUBSCRIPTIONS FROM £1 1S. PER ANNUM. For information—

THE LIBRARIAN, "Law Notes" Library,

25 and 26, Chancery Lane, London, W.C.

Established 1823. Telephone: London Wall 8926.

REVERSIONARY INTEREST SOCIETY

LIMITED.

(Empowered by Special Acts of Parliament.)

Reversions Purchased or Loans Granted upon them.

The Law Costs on Loans are regulated by scale.

Paid-up Share and Debenture Capital, £764,825.

19 (formerly 30), COLEMAN STREET, LONDON, E.C.2.

The Solicitors' Journal and Weekly Reporter.

(ESTABLISHED 1857.)

*** Notices to Subscribers and Contributors will be found on page xiv.

VOL. LXXI. Saturday, May 14, 1927. No 20

Current Topics: Points in Practice—Rating of Football Grounds—Drunk "in charge" of a Mechanically-propelled Vehicle—Power to declare Dissolution of a Company void—Agency of Necessity 375
The Trade Disputes and Trade Unions Bill 377
Private Street Works 378
Some Legal Aspects of Town Planning 379
The Crown as Litigant 379
Evidence of Similar Acts 380
The Coroners Amendment Act, 1926 381
A Conveyancer's Diary 382
Landlord and Tenant Notebook .. 383
Correspondence 384
Reviews 385
Books Received 385
Points in Practice 386
Reports of Cases 388
In Parliament 391
Societies 392
Legal Notes and News 393
Court Papers 394
Stock Exchange Prices of Certain Trustee Securities 394

Current Topics.

Points in Practice.

OUR CONTRIBUTORS who, week by week, offer their solutions of knotty points on the new legislation and other matters put by our subscribers, have, perhaps, good reasons for believing that their opinions are almost as keenly scrutinised as reported decisions. However, we take the letters criticising or discussing the answers as a compliment to all concerned, and while "*humanum est errare*" must be said in respect of all of us, we claim that our interpretations of the new Acts have, so far, run the test of judicial decision with very fair success. Perhaps we may, therefore, refer with becoming modesty to a very recent "bull's-eye," registered in respect of the fifth point of question 590, p. 15 *ante*, by *re Colyer*, reported p. 351. The decision of Mr. Justice TOMLIN in this case was that the words "not in undivided shares," in the L.P.A., 1925, 1st Sched., Pt. IV, para. 4, added by the L.P. (Am.) A., 1926, Sched., meant "in no circumstances in undivided shares," and thus excluded the case in which the land might contingently be held in undivided shares. This was given as his opinion by our contributor in his answer to the above question, Then again, as we noted soon after, the first reported decision on the new Acts, *re Clayton's S.E.*, 70 SOL. J. 427, 1926, Ch. 279, that separate vesting deeds might be made in respect of separate parcels of land subject to the same settlement, was anticipated by the answer to question 106, p. 319, vol. 70. Similarly, *re Cliff's Contract*, 71 Sol. J. 389, vindicates the answer to question 88, p. 280, in the same volume, to the effect that trustees were "persons interested" within the L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (4) (iii), though the answer, very naturally, was guarded by the observation that it would be more safely followed if confirmed judicially. In fact, the only opinion which a certain amount of research has enabled us to find, which must be regarded as over-ruled in the answer to question 326 that, within the L.P.A., 1925, 1st Sched., Pt. II, para. 6 (*d*), a company is not a "person of full age." This opinion must now be taken as governed by the decision on the S.L.A., 1925, s. 20 (1), of ROMER, J., in *re Earl of Carnarvon's S.E.*, 70 SOL. J. 977, 1927, 1 Ch. 138, see p. 144. In the above answer, however, our contributor, who, we understand, retains his view on the language, observed that the point must be regarded as unsettled, and no reliance could be placed on an opinion either way until judicial decision, so, at least, the claim can be made that no one could possibly have been misled by his answer. We submit, with confidence, therefore, that he is fully entitled to the immunity of the man at the piano in one old American story, and that his efforts "might have been worse" within another.

Rating of Football Grounds.

ON 22ND APRIL His Honour Judge ATHERLEY-JONES, K.C., sitting as Recorder of Newcastle-upon-Tyne, gave judgment in an interesting rating appeal. The subject was the ground of the Newcastle United Football Club, and the appeal ultimately turned on the question, what is the proper principle to be applied in assessing sports grounds occupied by professional clubs? No authority could be produced except the inconclusive *Murrayfield Case* decided by the Scottish Land Valuation Appeal Court. The Assessment Committee contended that the proper method was to adhere strictly to an assessment based upon receipts and expenditure, that is to assess such a ground on the same basis as the property of a gas company. The club claimed a reduction, first, on the ground, to use the words of the judgment, "that the assessment ought not to be made on the principle applicable to a commercial enterprise; it should be assessed upon the value of its occupation . . . 'to a body of persons whose object is not the earning of profits but that of providing supremely good football for the delectation of the people of Northumberland and the rest of England' . . . What he (counsel for the appellants) seeks to establish is that the rating authority may exercise a dispensing power to the extent of making a lower assessment of value in the case of lands devoted to sport, and where the proprietors do not derive nor seek to derive profit therefrom than in the case of lands occupied with a view to making profits therefrom." The Recorder decided this point against the appellants, observing that the Murrayfield Football Ground case did not support the contention. Secondly, the appellants contended that to adhere strictly to an assessment by accounts would inevitably fail to give consideration to the value of the skill of the directors and of the players, both elements which contributed to the making of profits and neither of which were rateable, being in no way connected with the occupation of land. To this contention the Recorder gave effect, "I recognise the occupation of these premises constitutes a considerable factor in creating revenue. I recognise the club could not be transferred to other premises without incurring serious loss. In fact, the occupation of these premises is almost essential to the prosperity of the club, but separating the financial success of the club due to the occupation of the premises from that which arises from the enterprise and skill of those who control and serve it, I have arrived at the conclusion that enterprise and skill constitute a very sensible part in the creation of revenue, though it is not, as I have said, possible to define this with arithmetical accuracy." Inasmuch as he reduced the rateable value from £1,500 to £1,000, it would seem that the Recorder attributed one-third of the profits to skill and two-thirds to occupation. If other

professional clubs can satisfy the requirement that they should not be run for profit, it may be that more will be heard of this decision. But it is not yet clear whether clubs run for profit as well as sport can claim that they should not be assessed on their balance sheets.

Drunk "in charge" of a Mechanically-propelled Vehicle.

A TAXI-DRIVER was charged at the Marlborough-street Police Court recently in somewhat unusual circumstances. The driver, who admitted he was drunk, had left his cab in the street—he said in order that he might telephone to have it fetched away. In his drunken condition he mistook a passer-by for a shopbreaker and caught hold of him, tearing his coat. On this he was arrested as drunk and disorderly. At the police station it was discovered he was a cab driver, and his cab was found 150 yards from the spot where he was arrested, his driver's badge being in the tool box. He was then charged under s. 40 of the Criminal Justice Act, 1925, with being drunk in charge of a mechanically-propelled vehicle. It was contended for the police that mere absence from the vehicle did not alter the position that the man was in charge, but the magistrate found as a fact that he was not, and dismissed the case. The point is one not likely often to arise, and such a case is not really within the mischief aimed at by the section, which is concerned with the danger arising from intoxicated persons being in control of powerful engines on the roads. If it does arise again a hypothetical case put in the course of discussion is worth consideration. Suppose a drunken man leaves his car outside his own house and goes indoors. Is he still in charge of the car and liable to be charged? Suppose a sober man leaves his car and goes away and gets drunk. Is he drunk in charge of the car? He, it may be remarked, can be found in the street, if he comes out drunk, so that any difficulty as to private premises disappears. But is he, near or far, in charge of the car, if he definitely forms the intent not to get into it or even to go near it? On a suitable occasion these points may have to be dealt with by the courts.

Power to declare Dissolution of a Company void.

A RECENT decision of the House of Lords: *Morris* v. *Harris*, 1927, A.C. 252, on the construction and effect of a little used section of the Companies (Consolidation) Act, 1908, draws attention to a divergence of opinion in the highest legal authorities, and upon which there might well be expressed the views of the Legislature, one way or the other, by the new Companies Bill. By s. 223, sub-s. 1, where a company has been dissolved, the court may at any time within two years of the date of the dissolution, on the application of the liquidator or any other person who appears to the court to be interested, make an order, upon such terms as the court thinks fit, "declaring the dissolution of the company to have been void, and thereupon such proceedings may be taken as might have been taken if the company had not been dissolved." The facts of *Morris* v. *Harris*, and the points which the case raised, are too complicated to discuss fully here. Shortly, however, a traveller employed by a company had a considerable claim against them which went to arbitration, resulting in an award for the claimant for £5,964. During the proceedings the company had been wound up, and a new company incorporated under the same name to take over its assets and liabilities, but the claimant contended and the House held that the old company was not released from its liability to him. In the meantime ASTBURY, J., made an order under s. 223 declaring the dissolution of the old company to be void on the application of the respondent who claimed to be admitted to prove, in its liquidation, a claim rejected by ROMER, J., but upheld by the Court of Appeal. The majority of the House (Viscount DUNEDIN, Lord SUMNER and Lord BLANESBURGH) held that the effect of the section was not restrospective to the extent that an order made under it would have the effect of simply putting back the clock, and restoring the *status quo*, as if the dissolution had never taken place, and that the words did not affect the validity or the contrary of steps taken during the interval. Lord WRENBURY and Lord SHAW, however, dissented from this view, and were of opinion that the effect of the section was to validate the award made against the company after the dissolution, and to make it binding on the liquidator. The effect of the decision of the majority of the House was that proceedings to obtain a fresh award would have to be commenced, the old award being bad. Very little use has ever been made of this section, and it is difficult to imagine how or why proceedings should be continued against a moribund company, but it is submitted that the opportunity should be taken to amend it, so as clearly either to affirm or overrule the decision in *Morris* v. *Harris*. The great authority of Lord WRENBURY in all matters of company law suggests that his view might be adopted. Lord SUMNER'S opinion, however, was that such a construction might affect the rights of innocent third parties, and be highly inconvenient. The matter is of some importance from the point of view of persons interested in companies which have been wound up, but which it has later on been discovered have been entitled to some windfall, such as a return of excess profits duty.

Agency of Necessity.

THE PRINCIPLES of the Roman Law of *negotiorum gestio*, which has been adopted practically without change into the law of Scotland and into several of the European codes, has never found much acceptance in England. Here the attitude of the law has been the reverse of encouraging to those who intermeddle without authority in the affairs of other people; indeed, such unauthorised interference has usually had as its sequel an action for conversion. But there are certain relationships in which English law has felt bound to recognise the necessity of investing someone with power to act for another where it is impossible for that other to be communicated with. The master of a ship, for example, has power, and, indeed, it is his duty, to sell the goods entrusted to him for carriage if the necessity for doing so has arisen owing to the impossibility of taking them to their intended destination. This has generally occurred in the case of perishable goods. But for this step on the part of the master to be valid two conditions must co-exist; first, there must be a real necessity for the sale at the time it is carried out, and secondly, it must be practically impossible to get the owner's instructions in time as to what shall be done: see "Carver's Carriage by Sea," Art. 297. In *Hawtayne* v. *Bourne*, 7 M. & W. 595, PARKE, B., expressed the view that agency of necessity could not arise save in the case of the master of a ship or the acceptor of a bill of exchange for the honour of the drawer. More recently, however, there have been various attempts to expand the application of the doctrine. In *Sims & Co.* v. *Midland Railway Co.*, 1913, 1 K.B. 103, a Divisional Court recognised that the principle of the shipping cases might apply to land carriers; and in *Prager* v. *Blatspiel, Stamp & Heacock*, 1924, 1 K.B. 566, MCCARDIE, J. expressed the view, *obiter*, that the doctrine of agency of necessity may extend to the seller of goods if, owing to war conditions, he is unable to communicate with the original purchaser. There the learned judge said: "The object of the common law is to solve difficulties and adjust relations in social and commercial life . . . An expanding society demands an expanding common law." Again, in a more recent but unreported case, GREER, J., extended the doctrine to the case of a foreign agent although war had broken out between his and the principal's countries. But still more lately, in *Jebarra* v. *Ottoman Bank*, 43 T.L.R. 369, where the facts were similar to those in the case before GREER, J., SCRUTTON, L.J., asked, very pertinently, how one can imply a duty on the part of an enemy to protect the property of his enemy? The Lord Justice said that he did not feel strong enough to expand the common law to such an extent as to make the doctrine apply in those circumstances. In the light of this protest by so great a commercial lawyer as Scrutton, L.J., some of the *dicta* in the recent cases on the subject may therefore require to be reconsidered.

The Trade Disputes and Trade Unions Bill.

By E. P. HEWITT, K.C., LL.D.

(*Continued from p.* 357.)

III.

In the last two numbers of The Solicitors' Journal some comments have been offered on the first, and most important, part of the Trade Disputes Bill; but, before referring to the later clauses, it may be convenient to make some observations on the proposed Government amendments to the much-debated first clause. The first paragraph of cl. 1 (1), in the Bill as introduced, is as follows:—

"1.—(1) It is hereby declared that any strike having any object besides the furtherance of a trade dispute within the trade or industry in which the strikers are engaged is an illegal strike if it is a strike designed or calculated to coerce the Government, or to intimidate the community or any substantial portion of the community, and that it is illegal to commence, or continue, or to apply any sums in furtherance or support of any such illegal strike."

The paragraph, as proposed by the Government to be amended, would run:—

"1.—(1) It is hereby declared that any strike is illegal if it has any object besides the furtherance of a trade dispute within the trade or industry in which the strikers are engaged and is a strike designed or calculated to coerce the Government either directly or by inflicting hardship upon the community; and it is further declared that it is illegal to commence or continue or to apply any sums in furtherance of any such illegal strike.

"It is hereby declared that any lock-out is illegal if it has any object besides the furtherance of a trade dispute within the trade or industry in which the employers locking-out are engaged, and is a lock-out designed or calculated to coerce the Government either directly or by inflicting hardship upon the community; and it is further declared that it is illegal to commence or continue or to apply any sums in furtherance or support of any such illegal lock-out."

This paragraph of sub-clause (1)—both in the Bill as drawn, and as proposed to be amended—is followed by the words—

"For the purposes of the foregoing provision a trade dispute shall not be deemed to be within a trade or industry unless it is a dispute between employers and workmen, or between workmen and workmen, in that trade or industry which is connected with the employment or non-employment, or with the terms of the employment, or with the conditions of labour, of persons in that trade or industry."

The proposed Government amendment removes the objection that employers are unfairly privileged by lock-outs not being brought within the Bill, and it also removes the objection of ambiguity, so far as such ambiguity was due to the use of the words "or any substantial portion of the community." But the ambiguity caused by the words referring to a sympathetic strike, namely, "has any object besides the furtherance of a trade dispute within the trade or industry in which the strikers are engaged," remains. The concluding portion of cl. 1 (1), commencing "For the purposes of the foregoing provision," gives no real assistance in determining whether a trade dispute is to be deemed "within the trade or industry in which the strikers (or the employers locking-out) are engaged." It has already been pointed out in The Solicitors' Journal—and the statement has been confirmed, in substance, by the Attorney-General in his speech in the second reading debate—that the root objection to what is called a "General Strike" is not its generality, but its objects and methods. Any strike which, with a view to attaining its ends, endeavours to, and does in fact, put pressure on the general public, is, in principle, open to the same objections as the strike of May, 1926; and a strike by the employees in one vital service may be as dangerous as another strike in which several unions join. It will be observed, moreover, that cl. 1 of the Bill uses the words "trade or industry," and the question arises whether these words are wide enough to include a strike in some *service*. For example, the railway service and the sanitary work of the Metropolis can hardly be called "trades or industries."

Ambiguity would be entirely removed, and the clause—as proposed by the Government to be amended—would be simplified, as well as strengthened, if in sub-cl. (1) the words "has any object besides the furtherance of a trade dispute within the trade or industry in which the strikers are engaged and," were omitted in both the paragraph referring to strikes and in that referring to lock-outs; and the final paragraph of sub-clause (1) defining the meaning of "within a trade or industry" would, of course, be unnecessary.

In last week's issue of The Solicitors' Journal it was pointed out that cl. 2 (3) of the new Bill being retrospective, a trade unionist who has been expelled for refusing to join in some past strike would be able to sue the union and might obtain an order restoring him to membership of his union, or might be awarded damages. In the second reading debate the Attorney-General observed that this was the only retrospective provision in the Bill, and that it was made to relate back in order to carry out the pledge given by the Prime Minister last May that—"every man who does his duty by the country and remains at work . . . will be protected from loss of trade union benefits," etc. Mr. Mackinder thereupon threw out the remark that the clause would apply to "any strike for fifty years past"; to which the Attorney-General replied: "Nobody suggests that any strike, other than last year's, was a general strike."

It may be observed, however, that other strikes which have occurred besides that of last May, whether or not they can be properly called "general," might not unreasonably be regarded as illegal under cl. 1 (1). The great railway strike of September, 1919, for example (in which, it is believed, certain other unions assisted), carried with it the same mischiefs and dangers as the strike of May, 1926. In its issue for the 27th September, 1919, *The Times* commenced its leading article with: "The long-threatened battle between the community and a section of it engaged in a vital public service has begun at last"; and after a few days of the strike *The Times*, in its issue of the 1st October, 1919, referred to "the attempt of the strike leaders to subvert constitutional Government and to starve the nation into acquiescence in their revolutionary designs." Such a strike as this, even if confined to a single public service, would be within the Bill, if the alteration suggested above, simplifying and strengthening cl. 1 (1), were adopted. In any case, however, it would be reasonable to qualify cl. 2 (3) by adding such words as "provided that such strike took place since April 1926."

It is material also to observe that if cl. 1 is so framed as to make it necessary that a strike should be sympathetic in order to be illegal (as is the case at present) the strange result would follow that an original strike might be legal, whilst the subsequent sympathetic strikes would be illegal, although all were working for a common end. Would the coming out on strike of other unions in sympathy make the original strike which was legal thenceforth illegal?

The comments in last week's issue of The Solicitors' Journal on the Bill concluded with some observations on cl. 4, which deals with the political levy. It may here be mentioned that the common assumption that a trade union can only engage in political work subject to the conditions imposed by the Trade Union Act, 1913, is a misapprehension. Under cl. 1 (1) of that Act a trade union (whether registered or unregistered) has the right to include political objects among the objects of the union, provided that its "principal objects" are statutory; but by cl. 3 (1) a trade union may not apply any of its funds for the political objects mentioned in cl. 3 (3)—"*without prejudice*," nevertheless, "to the furtherance of any

other political objects "—unless a resolution has been passed by members of the union in the manner provided by the clause and rules (approved by the Registrar) are in force providing for payments in furtherance of such objects being made out of a separate fund, and for the exemption of members who give notice of objection, from liability to contribute to such fund. Section 16 of the Act of 1871, which, like most of the rest of that Act, only applies to registered trade unions, requires a general statement of "the receipts, funds, effects and expenditure" of every registered trade union to be transmitted annually to the Registrar. Clause 4 (5) of the Bill provides that s. 16 of the Act of 1871 shall apply to every unregistered trade union, "so far as respects the receipts, funds, effects, expenditure, assets and liabilities of the political fund thereof." This is a reasonable amendment, there being no reason why a distinction should exist in the liability to make these returns between registered and unregistered trade unions. (*To be continued*).

Private Street Works.

By ALEXANDER MACMORRAN, M.A., K.C.

(*Continued from p.* 339.)

V.

As soon as the private street works have been executed in a street the expenses become a charge on the premises, and it has been decided that the charge takes effect on the completion of the works, and not merely at the date of the final apportionment (see *Stock* v. *Meakin*, 1900, 1 Ch. 683). Section 13 of the Act provides that any premises included in the final apportionment and all estates and interests from time to time therein shall stand and remain charged, to the like extent and effect as under s. 257 of the Public Health Act, 1875, with the sum finally apportioned on them. It is unnecessary to repeat what has already been said in these notes with reference to the charge under the Public Health Act, but there are one or two points arising under the section which require attention. Section 13 provides that the sum finally apportioned shall be a charge on the premises with interest at the rate of £4 per cent. per annum, and it further provides that the urban authority shall, for the recovery of such sum and interest, have all the same powers and remedies under the Conveyancing and Law of Property Act, 1881, and otherwise as if they were mortgagees having powers of sale and lease and of appointing a receiver. With regard to the interest, it is necessary to refer to the Public Health Act, 1925, s. 77, which provides that the rate of interest on expenses recoverable by a local authority (*a*) under s. 257 of the Public Health Act, 1875; (*b*) under s. 13 or s. 14 of the Private Street Works Act, 1892, or (*c*) under any provision relating to the execution of street works of a local Act, shall, as regards expenses incurred after the commencement of this Act, be 5 per cent. or such other rate of interest as the Minister of Health may from time to time by order fix, and different rates of interest may be fixed for different purposes and in different cases.

With reference to the last clause of s. 13, which gives to the local authority certain powers and remedies under the Conveyancing and Law of Property Act, 1881, it has to be mentioned that the Act last mentioned is repealed and its provisions re-enacted in the Law of Property Act, 1925, Pt. 3. It will be for conveyancers to decide to what extent, if at all, the new procedure is preferable to that hitherto adopted under the Public Health Act, 1875. It would appear that it is still open to the local authority to proceed by way of action or originating summons, and one advantage of the old procedure undoubtedly is that the acts of the local authority in resorting to a sale of the premises would have the express authority of an order of the court (see on this point, *West Ham Corporation* v. *Sharp*, 1907, 1 K.B. 445).

Section 13 contains a further provision that the urban authority shall keep a register of charges under the Act and of the payments made in satisfaction thereof, and the register is to be open to inspection to all persons at all reasonable times on payment of the prescribed fee. Moreover, the urban authority are required to furnish copies of any part of such register to any person applying for the same on payment of such reasonable sum as may be fixed by the urban authority. No such provision as this is contained in the Public Health Act, 1875, and it had been decided that under that Act charges on the premises did not require registration under the Land Charges Registration Act, 1888 (see *Reg.* v. *Land Registry*, 24 Q.B.D. 178). The provisions of s. 13 just quoted were therefore new in the year 1892, and it is to be noticed that s. 13 has not been repealed but remains in full force. It would appear, however, that such charges being in the nature of local land charges must be registered under s. 15 of the Land Charges Act, 1925, as amended by the Law of Property (Amendment) Act, 1926. Under s. 15 of the Act of 1925, charges on the premises must be registered in the prescribed manner by the proper officer of the local authority. It is not clear to what extent, if at all, the provisions of the Act of 1925 with regard to registration supersede the provisions of the Act of 1892, although it may seem that the register under the earlier Act is no longer necessary.

Section 16 of the Act of 1892 provides that the incumbent or minister or trustee of any church, chapel or place appropriated to public religious worship, which is for the time being by law exempt from rates for the relief of the poor, shall not be liable to any expenses of private street works as the owner of such church, chapel or place, or of any churchyard or burial ground attached thereto, nor shall any such expenses be deemed to be a charge on such church, chapel or other place or on such churchyard or burial ground, or to subject the same to distress, execution or other legal process, but the proportion of expenses in respect of which an exemption is allowed under this section shall be borne and paid by the urban authority. There was a similar provision under s. 151 of the Public Health Act, 1875, but while it exempted the incumbent or minister it did not exempt the trustees (see *Hornsey Local Board* v. *Brewis*, 60 L.J., M.C. 48). Moreover, the Act of 1875 merely provided that the urban authority might, if they thought fit, undertake any works from the expenses of which the incumbent or minister was exempted. Under the Act of 1892 it will be observed that the expenses in respect of which the exemption is allowed are to be borne and paid by the urban authority. The exemption from liability for private street works conferred by the sections just mentioned depends upon whether the church, chapel or churchyard can be said to be exclusively appropriated to public religious worship within the meaning of the Act 3 & 4 Will. 4, c. 30. That Act provides that no person or persons shall be rated or shall be liable to be rated or to pay to any church or poor rates or cesses for or in respect of any churches, district churches, chapels, meeting-houses or premises or such part thereof as shall be exclusively appropriated to public religious worship and which, other than churches, district churches and episcopal chapels of the established church, shall be duly certified for the performance of such religious worship according to the provision of any act or acts now in force. Provided always that no person or persons shall be exempted from any such rates or cesses for or in respect of any parts of such churches, district churches, chapels, meeting-houses or other premises which are not so exclusively appropriated and from which parts not so exclusively appropriated such person or persons shall receive any rent or rents or shall derive profit or advantage. Provided further that no person or persons shall be liable to any such rates or cesses because such churches, district churches, chapels, meeting-houses or other premises or any vestry rooms belonging thereto or any part thereof may be used for Sunday or infant schools or for the charitable education of the poor.

(*To be continued.*)

Some Legal Aspects of Town Planning.

By RANDOLPH A. GLEN, M.A., LL.B.
(*Editor of "Glen's Public Health," 1925 Edition.*)

(*Continued from p. 358.*)

III.

Last week I promised to deal with an unreported High Court case in which a local authority, whose town planning scheme was only in its initial stage, compelled an owner, who was laying out a building estate contrary to their wishes, to comply with those wishes.(1) It is a defect of the legislation on this subject that there is no statutory procedure for preventing the spoiling of a scheme by an obstinate owner. The pulling-down-without-compensation remedy is futile, as no local authority in its senses is going to pull down a dwelling-house because it infringes its town planning scheme. The following extracts from my Statement of Claim indicate the facts and the relief which was claimed: "1. The Plaintiffs are the responsible authority within the meaning of the Town Planning Acts for a town planning scheme now in course of preparation by them under and in pursuance of those Acts for the parish of Cobham, a contributory place in the rural district of Epsom in the county of Surrey. The date of the resolution authorising the preparation of the scheme was the 18th September, 1924. The required advertisements of this resolution were duly published on the 2nd October, 1924. 2. The defendant is the owner of certain land in the said parish containing 90 acres or thereabouts. It is surrounded by Fairmile and Esher Commons, and by large houses standing in their own grounds." Paragraph 3 set out a letter referring to a petition to the plaintiffs signed by a large number of local residents protesting against the defendant's development, and ending with a statement that the plaintiffs were prepared to consider any reasonable proposal for settling the action, but that, in the absence of any such proposal, they would ask the Court to protect their scheme from prejudicial interference. Paragraphs 4 and 5 referred to a contract as to which no point of general interest arises. "6. On the 11th February, 1925, the plaintiffs duly passed a resolution approving the preliminary statement required by the Town Planning Acts, and providing for an average of one house per acre with a maximum of two houses per acre. 7. The plaintiffs fear that, unless the relief herein claimed is granted, they will be forced into the invidious position of having either to pull down dwelling-houses or to submit to infringements of their town planning scheme to the detriment of the ratepayers of the said parish and of the surrounding area." The relief claimed was as follows: "(1) A declaration that the defendant is laying out a building estate in the said parish and erecting and proposing to erect buildings thereon in such a manner as to contravene the zoning approved by the plaintiffs under and in pursuance of the Town Planning Acts. (2) A declaration that, in the event of such zoning being approved by the Minister of Health as part of the said town planning scheme, no compensation will be payable by the plaintiffs in respect either of the alteration of the said lay-out or of the pulling down of the said buildings by the plaintiffs. (3) An order directing the defendants either (*a*) to withdraw their claim that such compensation will be payable, or (*b*) to apply to the plaintiffs for relief under the Town Planning (General Interim Development) Order, 1922, and (if such relief is refused) to appeal to the Minister of Health as therein provided. (4) Further or other relief. (5) Costs." The defence disputed the right of the plaintiffs to bring such an action at all, but eventually the matter was settled by the council allowing the defendant, under the Order of 1922, to develop the estate in a manner acceptable to both parties and very different from that in which it was commenced.

(1) *Epsom R.D.C.* v. *Paler*, 1925, Ch. D., M.S.

The County Court case to which I referred last week came before His Honour Judge Drysdale Woodcock at Leeds, and arose under the scheme of the Hunslet Rural District Council.(2) The council gave notice to an owner to remove certain fences and gates from land which had been scheduled for a new road, though they had no immediate intention of constructing the road. On the owner's default, they removed the fences and gates, and were sued for damages for trespass. They sought to justify the removal under clause 53 of the scheme.(3) This enabled the council, if they considered that "any building or other work" contravened their scheme, to give notice that they intended to exercise the power given by s. 7 of the Act of 1925 to "remove" the building or work. They also contended that an action did not lie in view of the reference of disputes, as to whether there had or had not been a contravention of the scheme, to the Minister of Health as the final arbitrator (s. 7 (3)). It was held that fences and gates were not *ejusdem generis* with buildings, and that in any case the ownership of land reserved for roads by these schemes remained unaffected until the road actually became a highway repairable by the inhabitants at large, and the owner could maintain existing structures on the land until their removal was really required. This may be compared with a decision of the Privy Council in a New Zealand case about what are there called "paper" roads.(4) Section 153 of the New Zealand Counties Act of 1908 places under the care of the county council roads reserved on deposited maps, and an action by the Kaikoura Council to recover the cost of removing fences on such roads succeeded though it was admitted that there was no intention to construct the roads for years. Leave to appeal was granted in the Leeds case, and it will be interesting to see what happens in the higher court.

In my article next week I propose to give short accounts of two typical and recent inquiries into the merits of town planning schemes.

(2) *McLean* v. *Hunslet R.D.C.*, *Justice of the Peace Journal*, 12th February, 1927, p. 112.
(3) This was the same as No. 51 in the Model Clauses issued in 1926.
(4) *Smushall* v. *Kaikoura C. C.*, L.R., 1923, A.C. 459; 92 L.J., P.C. 129; 129 L.T. 103.

(*To be continued.*)

The Crown as Litigant.

Its Position in Scotland—a Comparison.

It is interesting to note that the recent Report of the Crown Proceedings Committee has recommended for England a procedure, for suits to which the Crown is a party, which has for long been the practice in Scotland. It is not suggested, however, that thereby Scots law may serve as a model for English. In point of fact, no department of Scots law has been less investigated. Stair(1) in his "Institutions of the Law of Scotland," declined to write on constitutional law, and later institutional writers have followed his example. A text-book on "The Crown as Litigant" has yet to be written. The law itself is scanty; and in an attempt to supplement the meagre Scots authority, the Scottish courts have appealed to misleading English precedents which have in certain instances obscured the basic dissimilarity between the laws of the two countries.

But the fact remains that at an early date the Crown in Scotland conceded the right to be convened in its own courts. No doubt, theoretically, just as in England, the Crown cannot be made subject to the jurisdiction which flows from itself. But the Crown in Scotland has so long consented to the jurisdiction of the supreme Court in Scotland, that, in Erskine's opinion, the concession has hardened into a right against the Crown, which can now be withdrawn only by legislation.

The practice of the Crown in Scotland appearing in its own Courts was established at any rate by the beginning of the sixteenth century, and the history of procedure since then

(1) I, 1. 23.

falls into three phases. In the first the King sued in his own name. This was the practice as late as 1541 (*Lord Advocate* v. *Lord Dunglas*, 1836, 15 S. 314, at p. 325) but was departed from about the middle of the sixteenth century. It does not appear that the King was ever called in his own name as defender. In the second phase, the King appears in the courts, sued and suing through the Officers of State. Those Officers appropriately represented the Crown, for any claim against it was admitted or rejected by it on their advice (*ibid.*, at p. 336); and they were also the personal nominees of the Crown in Parliament, which enabled them to represent the Crown to a degree never possible in England, where no nominated officers existed (Dicey and Rait: "Thoughts on the Scottish Union," p. 10).

The Officers of State not merely pursued, but defended actions on the King's behalf, and they were regarded as the proper defenders to call for the Crown's interest.(2) The Officers of State varied from time to time, but included the Keeper of the Great and Privy Seals, the Treasurer, Secretary, Comptroller and Lord Advocate.(3) The Lord Advocate was then only a lesser Officer of State, and never appeared on the Crown's behalf unless authorised to do so by special mandate.(4) With the disappearance or decline of the greater offices after the Union of 1707, the Lord Advocate grew to be the principal representative of the Crown in litigation. The final phase was reached when by the Crown Suits (Scotland) Act, 1857, he became the proper person to prosecute or defend all actions to which the Crown was a party.

In the earliest period the competency of actions against the Crown appears to have been very wide. The fact that there never was any procedure such as petition of right, is probably because it was not necessary, in suing the Crown, to call the King in person. The fact that the plea of no jurisdiction was never taken on the Crown's behalf suggests that the bounds to the competency of actions against the Crown was never reached. One statutory limitation was, however, made by the Act, 1600, cap. 14, viz., that the Crown was not to be prejudiced by the negligence of its officers in the conduct of any suit to which it was a party. This was not a general immunity from tort, but simply from errors in procedure. Thus the Crown might withdraw a case from an inferior court, even although its officers had prorogued its jurisdiction, and have the matter disposed of in the Court of Session.(5)

The Crown's immunity from tort, which is now part of the law of Scotland, is exactly the same as in English law, from which the rule is drawn.(6)

Another form of immunity which has been introduced to Scots law from England, is the Crown's independence of statute law, unless when specially bound. But the rule that the Crown is not bound by statute unless specially mentioned, applies in Scotland only to Acts of the United Kingdom Parliament (i.e., since 1707) and not to Acts of the old Scots Parliament still in force.(7)

The principle of Scots law has thus been that the Crown should appear in the courts as an ordinary litigant. The position of the Crown in the matter of costs is the same as that of a private citizen(8); and it appears that except when excluded by public policy, diligence may be used in the hands of the Crown.(9)

There is one peculiarity of Scots procedure which dates from the earliest times. The Crown in Scotland may be convened as defender only in the Supreme Courts.(10) This rule is highly inconvenient nowadays when Government Departments own property all over the kingdom and may be involved in comparatively trivial litigation, suitable for disposal by an inferior court. In view of the recommendations of the Crown Proceedings Committee, it seems fair comment to say that in this particular the law of Scotland is also in need of reform.

The topic of "The Crown as Litigant in Scotland" provides a first-class field for legal exploration.

(2) *Ibid.*, p. 329.
(3) Bell's Dict. "Officers of State."
(4) *Lord Advocate* v. *Moncrieff*, M. 3461.
(5) *Eyres* v. *Hunter*, M. 7596.
(6) *Wilson*, 1904, 7F., at p. 170; *Macgregor* 1921, S.C. at p. 852.
(7) *Somerville* v. *Lord Advocate*, 1893, 4R. 1050; *Advocate-General* v. *Magistrates of Inverness*, 1856, 18D. 366.
(8) Maclaren: "Court of Session Practice," p. 198.
(9) *Duke of Athole*, 8 S.L.R. 66; *Reid*, M. 1355; *Duke of Buccleuch*, M. 10711.
(10) *A.* v. *B.*, 1534, M. 7321.

Evidence of Similar Acts.

THE trial at the Lewes Assizes, first in December last, when the jury disagreed, and again in March this year, of two Metropolitan police officers for accepting bribes, brought up once more the question of the admissibility of evidence of "similar" acts," and this question was considered by the Court of Criminal Appeal, on the 26th of April by three judges, with a re-hearing next day by five.

Evidence was given by members of the Sussex Constabulary, and accepted by the jury, that small sums of money had in fact been given to the officers by a man tried with them, the charge against him being corruptly giving the bribes they accepted. The reception of the gifts was, of course, denied, but we are not concerned with that aspect of the case.

The briber was arrested later in the same day on a charge of being a suspected person loitering with intent to commit a felony (upon which the justices discharged him). Upon him was found a piece of paper with entries of sums of money, among which were "Sergeant, 5s.; busy, 5s.; three flattys, 7s. 6d.; extra flatty, 2s.; private flatty, 2s. 6d." There was controversy as to the meaning of the slang words on the paper, but the judgments proceeded on the basis that a "flatty" was a constable in uniform; and a "private flatty" a plain clothes constable.

This piece of paper was produced in evidence by the prosecution, but it was admitted that the entries did not relate to the particular transactions forming the subject of the indictment. It appeared indeed from the evidence for the prosecution that the entries must have been made before these transactions took place.

At the first trial no one seems to have been concerned with the question of the admissibility of the evidence. Things which are obviously evidence in the natural sense of the word, but not admissible in courts of law on some more or less artificial ground, do frequently pass unchallenged, and it is only when an appeal is in contemplation that such matters receive the attention they deserve. Such pieces of evidence are often tendered without any exact consideration of what principle their admission can be referred to. But one supposes that this particular document was tendered, as it was certainly dealt with by the Court of Criminal Appeal, as a piece of that kind of evidence treated of in Art. 11 of "Stephen's Digest of the Law of Evidence." It was evidence to show intent.

Of course, the corrupt intent was of the essence of the crime for which all three of the accused were indicted. But the defence was a denial of the gifts being made or taken, not that they were given and received with an innocent motive; and we would submit, on the alleged necessity for admitting the document as evidence of intent, that, without such extraneous evidence, it would not have been an undue straining for the jury to infer that gifts by a racecourse loafer of money to police officers detailed to keep order at that racecourse, gifts which all parties felt it necessary strenuously to deny, were made and received with a corrupt motive.

Moreover, if a record of gifts to police officers on a previous occasion, not by any means necessarily the same officers, is to prove the corruption, it is necessary to infer that these earlier gifts too were corrupt, an inference for which the document itself is the sole basis, unless the later and earlier transactions are each to prove the corruption of the other.

"The objection to the admission of such evidence," says Mr. Justice STEPHEN, commenting on *R.* v. *Gray*, 1866, 4 F. & F. 1102, "is that it may practically involve the trial of several distinct charges at once." In the present case it involves the trial of a second distinct charge against only one of three prisoners during a trial of a first charge against all three, for until the accused police officers were connected in some independent manner with the payments recorded on the paper, it could not constitute materials for a specific charge against them.

The first illustration to Art. 10 of "Stephens' Digest of the Law of Evidence" is: "The question is, whether A committed a crime. The fact that he formerly committed another crime of the same sort, and had a tendency to commit such crimes, is deemed to be irrelevant: *R.* v. *Cole*, 1 Phi. Ev. 508, said to have been decided by all the judges in Michaelmas Term, 1810." In the *Lewes* case the fact that A formerly committed another crime of the same kind (or, considerably less, that there was evidence from which it might be inferred that he committed another crime of the same kind) is held to be evidence not only against A, but against B and C, who it is not alleged ever committed a similar crime before. Of course, the admission of the evidence is not to show they are persons likely to commit such crimes; but, on other grounds, the risk is taken of the jury's drawing that conclusion as to A, and, if they do draw it, inevitably passing its effects on to B and C.

For a long time the law has been tending to remove the protection hitherto accorded to the accused against this kind of inference being drawn. The "other grounds" of admissibility are so numerous and are so liberally acted upon that the negative rule is being swept away by the positive exceptions. The question is an important one. The Court of Criminal Appeal showed its sense of this by adjourning the present case for re-hearing by an enlarged court. On the occasion of the trial of *R.* v. *Armstrong*, 1922, 2 K.B. 555; 66 SOL. J. 540, where a related point was debated, the Attorney-General refused his certificate under s. 1 (6) of the Criminal Appeal Act, 1907, for a further appeal to the House of Lords. The point was, and is, certainly of "exceptional public importance," though in that particular case it was perhaps not "desirable in the public interest that a further appeal should be brought." We do, however, strongly urge that on this, or some other similar occasion, this very difficult and controversial point should be placed before the highest legal tribunal in the country.

The Coroners Amendment Act, 1926.

The Act of last year, which has come into force this month (except for s. 4, abolishing the right to appoint a franchise coroner, which took effect on its passing), may be cited to prove the overloading of our Legislature, for its main provisions were recommended by a Departmental Committee so long ago as 1910. While carrying these out, after seventeen years, it also makes permanent certain more recent provisions intended to be temporary only, but which have been found too convenient in practice to drop.

The Act deals with the qualification and pay of coroners and their deputies and assistants, coroners' districts, and the procedure in regard to holding or dispensing with inquests on the dead; so it is a comprehensive measure, save only as to the rarer duties of inquests on treasure trove and fires in particular cases, acting in place of the sheriff, and pronouncing sentence of outlawry. Coroners need hardly trouble themselves about the latter, though there are certain old cases reported concerning them. Inquests on treasure trove may still occasionally be held, but they are very unusual. As to fire inquests, there is, of course, special legislation for the City of London (the City of London Fire Inquests Act, 1888), and the Committee of 1910 recommended at least an adoptive Act to make such inquests compulsory elsewhere if desired, but the matter is not touched in the new Act.

The most important provision as to the qualification for a coroner is that requiring the person appointed to be a barrister, solicitor, or qualified medical man, with a saving for deputy and franchise coroners of a certain standing. It was stated in the Report of 1910 that most coroners are solicitors, and, perhaps, this may still be so. The ancient requirement that a county coroner shall own land in fee in his county (be it even the freehold of a grave in a cemetery, as was observed in the Report) is now abolished. The right of private individuals to appoint "franchise" coroners is also abolished, and, although the Crown's rights to appoint coroners for the Isle of Wight, and within the Duchy of Lancaster, and an Admiralty Coroner, are formally preserved, it is clear from ss. 3 and 4 (3) and (4) that they will be relinquished. There are, however, effective savings in respect of the appointment of coroners for the King, the King's household, the City of London, and the Isles of Scilly.

The system of payment of coroners by fees is abolished, and all coroners are to be paid by salary, with provision for pension after not less than five years' service. There is also machinery for sub-dividing or altering existing districts (s. 12).

A coroner has hitherto had no power to order and pay for a post-mortem examination, unless followed by an inquest. Therefore, in cases where such examination has disclosed death from natural causes, either the doctor has to do his work for nothing, or an inquest, always a painful ordeal for friends or relatives, must be held to a fore-ordained conclusion, to a consequent waste of time and money. The new Act provides (s. 21) that in suitable cases a coroner may employ and pay a doctor to make a post-mortem examination and report to him, and, if the report is satisfactory, the coroner may dispense with the inquest.

Section 7 of the Juries Act, 1918, provided, as a temporary measure, that coroners should be empowered to hold inquests without juries in simple cases. This being found convenient, was prolonged and continued in Expiring Laws Acts, and is now made permanent with additional safeguards. For coroner's purposes, therefore, deaths may be divided into four classes: (1) The great majority, duly certified by a medical man, on which no inquest is necessary; (2) Those in which the post-mortem examination ordered by the coroner discloses no need for inquest; (3) The simple cases in which the coroner holds inquest without a jury; and (4) The jury cases. By the original provision in the Juries Act, 1918, inquest with jury was compulsory if required under statute other than the Coroners Act, 1887, or there was reason to suspect murder or manslaughter. It is now provided also that an inquest with a jury must be held in cases of suspected infanticide, or of death caused by accident, poisoning, or disease notifiable under statute, death from road accidents caused by vehicles, or death "occurring in circumstances the continuance or possible recurrence of which is prejudicial to the health or safety of the public."

Perhaps the principal change in the law made by the Act is the abolition of the compulsory view of the body by the jury. In a large number of cases the body was coffined and only the face exposed, and the jury filed past, often with heads averted. Obviously such a view is useless, and this is now recognised. It is provided, however, that there may be a view by the jury if the coroner so requires, or it is their desire. In such cases the view is likely to be a reality instead of a sham. It was recorded in the report of the Committee on Death Certification in 1893 (the recommendations of which have not yet been carried out), that a jury, after the usual view, returned a verdict of death from natural causes in the case of a boy who had been flogged to death, as a glance at his exposed body would have revealed at once. The Act preserves the need for the coroner to view the body, and this added responsibility will, no doubt, cause him to take a strict view of his duties.

A minor amendment of the law, but which may prove very useful when it is applicable, is the provision (s. 18) enabling a coroner, by the direction of the Home Secretary, to hold an inquest when he believes that a death has occurred, but the body is destroyed or irrecoverable. It was stated in the Report of 1910 that if a man fell out of a balloon into the sea in the presence of a thousand spectators, no inquest could be held until the body was discovered. The occasion is likely to be rare, but if, for example, some murderer imitated LANDRU'S methods, this provision would usefully expedite justice.

If a jury disagree, and the minority consists of one or two the coroner may henceforth accept a majority verdict, thus dispensing with the necessity of a second inquest. It is also now provided that, pending proceedings for murder or manslaughter, an inquest shall be adjourned unless there is some special reason to the contrary, and the coroner may discharge the jury. The entire absence of *liaison* between the coroner's and other courts has often caused inconvenience, especially in such a case as that cited in the 1910 Report, where the magistrates committed an accused person to Bodmin Assizes and the coroner to Exeter Assizes. These were on one circuit, but there have been other cases where the coroner has committed to a town on one circuit, and the magistrates to a town on another. This should not be possible in future. The lack of co-ordination, however, to some extent, is allowed to remain, and the rule in *Bird* v. *Keep*, 1918, 2 K.B. 692, and *Barnett* v. *Cohen*, 1921, 2 K.B. 461, that the findings of a coroner's jury as to a death are not even permissible evidence in a civil case is not altered. Perhaps this was considered outside the scope of the Act, but the result remains anomalous.

Section 19 provides "for the removal of doubts," that s. 6 of the Act of 1887, giving the High Court certain powers to order a new inquest on the application of the Attorney-General applies in all cases where, by reason of the discovery of new facts or evidence, a second inquest may appear to be desirable. Section 6 has hitherto, in form at least, appeared only to authorise proceedings hostile to the coroner concerned, but the section above makes it clear that they may be taken when he is not in fault. The notorious *Bravo Case* (see *R.* v. *Carter*, 1876, 13 Cox C.C. 220), was an instance of the confusion which may arise on a second inquest taken on a popular clamour and unfounded suspicion.

The coming into operation of this Act, in which a number of small amendments and repeals of the main Acts of 1887 and other Acts relating to coroners are made, indicates the desirability of a consolidating Act, as suggested by Lord HALDANE on the second reading in the House of Lords, and approved by the Lord Chancellor.

A Conveyancer's Diary.

Investment of Capital Money: Limitation of Tenant for Life's Choice.

A problem of some interest and of considerable practical importance arises on the construction or interpretation of s. 73 (1) of the S.L.A., 1925. That section enacts that: "Capital money arising under this Act . . . shall, when received, be invested or otherwise applied wholly in one, or partly in one and partly in another or others, of the following modes (namely):—

"(i) In investment in Government securities, or in other securities in which the trustees of the settlement are by the settlement or by law authorised to invest trust money of the settlement . . ."

The question that arises is this: how far, if at all, can a settlor by express declaration limit the choice of investments of capital money?

It will be remembered that investments of capital money by S.L.A. trustees are to be made according to the direction of the tenant for life: S.L.A., 1925, s. 75 (2); and that any attempt to prevent a tenant for life from exercising any power given to him by the S.L.A. is a nullity: *ib.*, s. 106 (1).

It is clear that s. 73 (1), *supra*, directly gives the tenant for life the choice of Government securities, and it seems to follow from that that any attempt by a settlor to exclude Government securities from the list of investments of capital money must fail.

The matter is not so clear in the case of other securities in which the trustees are *by law* authorised to invest. Presumably the words "by law" refer to the securities mentioned in the T.A., 1925. Sections 1, 2, 4, 5, 6, 7, 10 and 11 of that Act prescribe the securities upon which investments may properly be made, subject, however, to a contrary intention not being expressed in the instrument creating the trust: *ib.*, s. 69 (2).

It may be argued on the one hand that the words "by law" refer to the securities expressly declared to be authorised by the T.A. and exclude the application of s. 69 (2). In support of this contention it may be urged that it is a part of the general policy of the S.L.A. to defeat any attempt to limit directly or indirectly any of the powers of a tenant for life.

On the other hand, the argument is strong that "by law" refers, not to any particular provision in any statute, but to the net result of the general provisions contained in various statutes, and that the net result of the T.A., 1925, is to authorise investment on the securities mentioned in the sections enumerated if no contrary intention is expressed in the trust instrument. This argument seems to be reinforced by the consideration that the evil aimed at in the S.L.A. is the tying up of the *land*, and that once the *land* itself has been set free from the bonds of a settlement there should be no more objection to the imposition of restrictions upon the investment of the capital money than there is in the case of any personalty settlement.

The better view seems in our opinion to be that a settlor can, except in case of Government securities, limit the range of the investments mentioned in Part I of the T.A., 1925, upon which a tenant for life can direct his S.L.A. trustees to invest. The matter cannot, however, be finally determined one way or the other until the Court has expressed an opinion upon it.

Persons Interested in more than an Undivided Half of the Land: L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (4) (iii).

A welcome decision, the result of which will be greatly to facilitate in certain cases the making of title to land formerly held by tenants in common, was recently given by ASTBURY, J., in *Re Cliff*, 1927, 71 Sol. J. 389.

Before 1926 land had been conveyed to four persons as tenants in common in fee simple. Immediately before the commencement of the L.P.A., 1925, this land was vested as to one share in the surviving tenant in common and as to the other three shares in different sets of trustees for sale to whom those shares had been devised by the deceased tenants in common. Under L.P.A., 1925, 1st. Sch., Pt. IV, para. 1 (4), the entirety of the land became, on 1st January, 1925, vested in the Public Trustee. The point at issue was whether or not the trustees of the shares of the deceased tenants in common were "persons interested" within, *ib.*, Clause (iii), and were able to appoint new trustees in place of the Public Trustee.

For the purchasers it was argued that "persons interested" in that clause meant "persons beneficially interested." As the learned judge pointed out "the effect of that contention, if correct, would be that persons beneficially interested under these complicated wills must be found, who, with the surviving tenant in common, could make up the necessary persons interested." We are happy to think that this contention failed, and that trustees for sale of undivided shares were held to be persons interested within the meaning of the clause.

It may be of interest to indicate that in our "Points in Practice" columns it has been our practice to advise that the concurrence of persons beneficially interested should, where possible, be obtained in appointments made under this provision, but that if this were difficult or practically impossible it could be dispensed with.

Landlord and Tenant Notebook.

Rent Acts: Possession of Premises for Purpose in Public Interest.

There have not been, up to the present, many reported decisions given by the courts under s. 4 "5" (1) (*e*) of the Rent and Mortgage Interest Restrictions Act, 1923, but a contribution to the case law on this para. (*e*) *was* recently made *Gooch* v. *Stratman*, *Times*, 5th May, 1927.

According to para. (*e*) of s. 4 "5" (1) of the Rent and Mortgage Interest Restrictions Act, 1923, "No order or judgment for the recovery of possession of any dwelling-house to which this Act applies, or for the ejectment of a tenant therefrom, shall be made or given unless—

(*e*) the dwelling-house is reasonably required for the purpose of the execution of the statutory duties or powers of a local authority, or statutory undertaking, or for any purpose, which in the opinion of the court, is in the public interest, and the court in either case is satisfied as aforesaid as respects alternative accommodation . . . "

It will be observed incidentally, that alternative accommodation is made the requisite of any order under para. (*e*), such alternative accommodation being similar to that required by para. (*d*) [*i.e.*, "reasonably suitable to the means of the tenant and to the needs of the tenant and his family as regards extent, character and proximity to place of work," and consisting of either a dwelling-house to which the Act applies (*i.e.* a controlled house) or of premises to be let as a separate dwelling on terms which will afford to the tenant security of tenure reasonably equivalent to the security afforded by the Act in the case of a controlled dwelling-house.].

It is further essential that the court should consider it reasonable in the circumstances to make the order—a point which not a few practitioners are in the habit of overlooking.

The chief difficulty that is occasioned by para. (*e*) is the question of public interest. The purpose for which the premises are required must be in the "public interest," a phrase that is exceedingly vague, and practically impossible to define.

It is by reason of the vagueness of this expression that any decided cases under para. (*e*) assumes an added importance.

In *Gooch* v. *Stratman* the facts were shortly as follows: The plaintiff owned some 57,000 square feet of land in Stepney, on which were a number of wool warehouses and two cottages, of one of which he desired possession, so that the scheme in respect of the warehouses might be completed and the approaches to them improved. From the evidence it appeared that since 1925 there was a great scarcity of wool warehouses, and that it would be advantageous to the wool trade as a whole that the plaintiff's warehouse accommodation should be extended, London being the greatest wool market in the world.

The learned trial judge, however, refused to make an order for possession on the ground that the plaintiff required the premises merely for the purpose of extending his own business, but the learned judge went on to add that *the extension of any trade, however useful to the public, was not a matter of public interest within para.* (*e*).

On appeal, the Divisional Court refused to disturb the decision given by the trial judge, on the ground that the judge's ruling did not mean more than that the facts of the case before him did not disclose a purpose in the public interest.

The Divisional Court, however, appeared to differ—at any rate Acton, J., did—from the learned trial judge upon the question whether the extension of a trade which was useful to the public was a matter of public interest, the Divisional Court appearing to be of opinion that it was a matter of public interest.

Whether the setting up of a business or the extension of a trade is a matter of "public interest," for the purposes of para. (*e*) is, it is submitted, entirely a matter of degree. No one would affirm that the mere setting up of any business, however small, is invariably in the public interest; but that is not sufficient for para. (*e*). Otherwise every landlord who wished to obtain possession for the purpose of carrying on the business of a butcher or a tailor, etc., would be entitled to avail himself of the privilege afforded by para. (*e*), but that that is not the meaning of para. (*e*) is sufficiently evident from the number of cases in which the courts have refused to make orders for possession, on the ground that the landlord was requiring possession merely for the purpose of setting up or of extending a business similar in character to those which have been referred to above.

And this, it is submitted, is the explanation of *Gooch* v. *Stratman*, the court holding that the extension of the business in that case, although to the public interest, was not sufficiently to the public interest to justify an order being made under para. (*e*).

An examination of some of the earlier decisions under somewhat similar provisions may also be of advantage.

Before referring to these cases, however, it might be useful to point out that a similar provision to that contained in the above para. (*e*) in s. 4, "5" (1) of the 1923 Rent Act, is not to be found in s. 5 of the 1920 Act, though the above paragraph is somewhat similar to, though not quite identical with, s. 13 (1) (*c*) of the 1920 Rent Act, which applied only to business premises. That provision (now repealed) provided that an order for possession of business premises might be made where they were required "for the purpose of a scheme of reconstruction or improvement which appears to the Court to be desirable in the public interest."

In *Mitchell* v. *Townend*, 1921, 2 K.B. 91, the premises were required for accommodating about fifty women in manufacturing ladies' clothing, and also for training employees eventually to be drafted into a factory, but an order for possession was refused, the court considering that the words "scheme of reconstruction or improvement" in s. 13 (1) (*c*) of the 1920 Rent Act referred to some *public* scheme, as for example, the widening of a road, or the clearing of an insanitary area, and did not cover a *private* project, even though it might in effect benefit a number of persons.

This was a decision, as it will have been observed, under a different though not entirely dissimilar provision in the Rent Act of 1920, but nevertheless it appears to shed some light on the construction of para. (*e*).

Reference might also be made to the case of *City of Dublin Hospital* v. *Brownrigg*, 58 Ir. L.T.R. 91, decided under s. 17 of the Irish Free State Rent Restrictions Act, 1923, a provision which enables the landlord to obtain possession, where the premises are required for the purpose of a scheme of construction or improvement in the public interest.

There possession was required with the object of extending and enlarging a cancer hospital, but the court did not consider that the case fell within s. 17 of the Irish Free State Rent Act, 1923. In his judgment Samuels, J., said that "a scheme to be held desirable in the public interest must partake of a public character such for instance, as is carried out in pursuance of statutory powers or by municipal or similar authority, or some scheme of improvement or reconstruction in which the public generally or a particular community are as citizens or inhabitants interested. The same observations, as to relevancy, which were made with regard to *Mitchell* v. *Townend* apply also to the above Irish case, since the language of para. (*e*) of s. 4, "5" (1) of the Rent and Mortgage Interest Restrictions Act, 1923, is not quite identical, the latter provision making no mention of any scheme of reconstruction or improvement.

At the same time the case of *City of Dublin Cancer Hospital* v. *Brownrigg*, like the case of *Mitchell* v. *Townend*, throws some light on the meaning of the expression "public interest."

Besides *Gooch* v. *Stratman*, the only other reported decision, under para. (*e*) of s. 4, "5" (1) of the Rent and Mortgage Interest Restrictions Act, 1923, of which we are aware, is *Trustees of Dale Street Wesleyan Chapel, Leamington* v. *Bond*, 1926, L.J. County Courts Reporter, p. 74.

There the plaintiffs were the trustees of the Dale Street Wesleyan Chapel, Leamington, and they sought to recover possession of a house adjacent to the chapel premises, with the object of enabling new Sunday Schools to be provided, and of accommodating boy scouts and girl guides.

The learned county court judge, Judge Staveley-Hill, made an order for possession. In his judgment, the learned judge said: "In this case, in addition to religious services, a building is wanted for the purpose of education, social intercourse, training of boy scouts, and for athletic exercises among the young—it is to be erected for the advancement and encouragement for all that is best in the educational interests of the youth of the country. I cannot separate for one moment from the 'public interest' a building devoted to such excellent ideals." The learned judge further pointed out that the fact that the work was being carried on by a non-conformist body, did not prevent it from being in the public interest, being of opinion that the various religious sects could not be put upon the same line as political bodies, and that the work of these various communities could not be separated from the public interest.

The difficulty of obtaining an order for possession on the ground that the premises are required for some purpose in the public interest, will be appreciated from the fact that of the reported cases, there is only one in which an application for possession on this ground was successful.

The inference to be drawn therefore is that the courts will not construe para. (*e*) liberally, and that it will be necessary to make out a case of *direct* or appreciably direct advantage to the general public or to the public of some particular locality, before any hope of obtaining an order for possession under para. (*e*) can be entertained.

Correspondence.

Power of Attorney—Stamping.

Sir,—The point raised by your correspondent in the current issue directing attention to the new Inland Revenue claim of the 10s. duty in respect of each donee named in the instrument, unless the donees are members of a single firm or officers of the same corporate body, is explained on pp. 8 and 76 of the "Manual on the Law and Practice of Powers of Attorney," issued recently by the Council of the Chartered Institute of Secretaries, and published by W. Heffer & Sons, Ltd. (Cambridge).

The claim rests purely on a Departmental ruling, and has not yet been tested in the courts, where it is to be hoped that it may soon receive consideration, as the point is one of some importance, and should not be allowed to rest in its present unsatisfactory state. C. H. Carpenter.

The Chartered Institute of Secretaries,
London Wall,
London, E.C.2.
10th May.

The Criminologist.

Sir,—With reference to the preliminary notice inserted by Mr. Netley Lucas (p. ii of cover) concerning the above journal, in your issue of Saturday, 30th April, would you be so kind as to assist us in the following matter?

"The Criminologist" will not be published until the 14th inst., for the 16th, and the response from readers of your Journal has been so satisfactory, that it would be a somewhat laborious task to write to each correspondent individually advising as to the availability of "The Criminologist," and we were wondering if you would be so good as to convey this information to your readers through the medium of your Editorial columns.

Anything you can do to assist us will be very greatly appreciated.

John Missenden, Limited.
5th May. (Publishers).

[We are sorry we did not receive this letter in time for it to appear in our issue of the 7th inst.—Ed. *Sol. J.*]

Rabbits and Rooks Bill.

Sir,—In the "Conveyancer's Diary" column of The Solicitors' Journal for the issue of the 23rd April, there is a well-founded criticism on the provision contained in the Landlord and Tenant Bill for setting up "a tribunal with powers far in excess of those which ought to be given to any court except a court of law."

The same objection applies quite as strongly to the Rabbits and Rooks Bill.

This measure confers most arbitrary powers on County Councils. The Bill provides that a County Council if satisfied that by reason of the failure of an occupier of land within their area to restrict the number of rabbits on land in his occupation, damage is being caused or *likely to be caused* to crops, etc., on land in the occupation of any other person, then the County Council may serve a fourteen days' notice in writing on the occupier requiring him to restrict the number of rabbits on his land so as to abate or prevent the damage; if the occupier so served fails to comply, the County Council may authorise any person on their behalf to enter upon the land and take such steps as may appear necessary to the Council for diminishing the number of rabbits, the expense to be recovered from the occupier. There is a corresponding power in regard to rooks.

The County Council have power to enter and inspect any land, and to delegate their power to a committee.

It may very well be that some alteration in the law may be proper in regard to damage done by animals *ferae naturae*, but there appears no justification for conferring arbitrary and dictatorial powers of this description on a non judicial and administrative body. Fortunately, if one may judge from the reception the Bill received on its second reading in the House of Lords, and the fact that it has been referred to a Select Committee, there is reason to hope that these objections will be removed, and the powers of the County Council made exercisable only after an order of the magistrates, or, better still, of the County Court judge.

There is a fundamental difficulty in regard to damage done by wild animals, especially rabbits, in ascertaining, not only who is legally responsible but also, who, in fact, is morally responsible.

For instance, the crops of A may be damaged by rabbits coming from the land of his neighbour B, but B may be, not only, not actively encouraging them, but actually doing his best to keep them down, unsuccessfully, because the rabbits are bred and encouraged by B's neighbour C. The Bill takes no account of moral responsibility at all in the case cited; if the rabbits, in undue numbers, are in fact on B's land, B is liable to all the unpleasantness and costs. The Bill ignores entirely difficulties of this kind (which are not merely legal technicalities but inherent in the nature of things), and endeavours to get over these difficulties by conferring drastic and dictatorial powers on a tribunal not constituted to function judicially.

It is submitted that whatever tribunal shall be decided on, no man should be penalised unless it be proved that he is responsible for the damage, either by actively encouraging the congregation of rabbits or by wilful neglect in keeping them down.

It is difficult to understand how it is that a departmental Bill always endeavours to give judicial powers to a non-judicial body, upon which some Government department can put pressure.

Moreover it is difficult to see how the question can be dealt with in a detached manner as in this Bill—the whole question of damage by rabbits and rooks is merely part of the law in regard to damage by wild animals generally.

The existing law appears to be that a man is not liable for damage done by rabbits or other animals of a wild nature coming from his land unless :—

(1) He has artificially increased the number on his land ; and

(2) The damage to his neighbours is beyond that which ordinarily results from the trespass of such animals.

See "Trespasses and Injuries by Animals," Robson, at p. 20, but this is apparently founded on dicta and it might be well expressly to declare the law on the subject, and if necessary amend the law.

Canterbury. PERCY MAYLAM.
5th May.

Reviews.

Year Books of Edward II, Volume IX, 4 Edward II, A.D. 1311. Edited for the Selden Society by G. J. TURNER. (Publications of the Selden Society, Vol. XLII. For the year 1925). 1926. London : Quaritch, 11, Grafton-street, W. lxx and 240 pp.

Year Books of Edward II, Volume XIV (Part II), 6 Edward II, A.D. 1313. Edited for the Selden Society by W. C. BOLLAND. (Publications of the Selden Society, Vol. XLIII. For the year 1926). 1927. London : Quaritch, 11, Grafton-street, W. l and 222 pp.

Needless to say the work of editing the Year Books is one which calls for special qualifications of a very high and a very rare order. Familiarity with the intricacies of palæography, a thorough knowledge of mediæval law, procedure and pleading, an intimate acquaintance with mediæval languages, an almost inexhaustible power of application to the task in hand and a mind bent on scrupulous accuracy are but the most obvious of the necessary assets of an aspiring Year Book editor. The number of those who are fortunate enough to be possessed of such qualifications is very small indeed—far too small in view of the immense field which has still to be covered and of the importance of that field in the history of English Law. It is to be sincerely hoped that the work of the Society of Public Teachers of Law, in appointing Dr. Bolland as a Special Lecturer in Year Book Studies to visit the Law Schools of England and Wales, will be suitably rewarded by a satisfactory increase in the number of those who are prepared to undertake the laborious and responsible task of making original studies of our earliest law reports.

The task of editing the 1925 volume was originally entrusted to the joint care of the late Professor Geldart and Mr. Turner. The untimely death of Professor Geldart meant that the whole responsibility and labour fell upon Mr. Turner.

This volume contains the remaining cases of the fourth year of Edward II, a few reports attributed to that year and the whole of the abridged reports of the same year contained in a particular manuscript. In his illuminating introduction Mr. Turner analyses the more important cases contained in the volume and makes several observations of general interest. In particular he discusses the essential nature of the Year Books and the object which they served in the age in which they were written. The conclusion to which he is driven by the remarkable continuity of the Year Books, their uniformity of style and their general arrangement is that, whether they were, as Maitland suggested, the note-books of students, or, as Mr. Turner suggests, note-books or pamphlets prepared for the use of students, they were produced under some general direction—"under professional organisation"—and disclose but few, if any, of the individuality of their authors. Mr. Turner's suggestion is that the most natural quarter in which to look for this "professional" control is the Inns of Court. The difficulty is that the Inns of Court are not generally considered to be as old as the earlier Year Books ; but the suggestion made by the learned editor of Vol. 42 is extremely interesting and will no doubt receive due consideration in the course of future researches.

Volume 43—for 1926—containing the reports of cases heard during Hilary and Easter Terms, 6 Edward II, is the tenth of the Selden Series Volumes of which Dr. Bolland has been joint or sole editor. That indeed is a record of which a disciple of the great master, Professor Maitland, may feel justifiably proud.

In his Introduction Dr. Bolland draws attention to the essential difference between the Year Books and the Plea Roll. The former, he explains, "give us a report, more or less condensed maybe, of what was actually said and pleaded and ruled in Court in the very words of the speakers, whether they were Justices or Serjeants or parties to an action. The record in the Plea Roll gives us a carefully drafted summary in Latin of the outcome of what was said and done in Court, thereby providing a permanent record," to which the court might, if necessary, refer at a later date. He also draws attention to the problem which has puzzled and often annoyed many a researcher : why is it that so many actions recorded on the Plea Rolls seem never to have reached any definite, or at least recorded, conclusion ? The learned editor, however, does not advance any general theory to account for the incompleteness of the Plea Rolls ; he simply points out that one explanation accounting for the abrupt ending of some of the reports is the death of one of the parties. But, of course, that can only explain very few cases ; there are other and more general explanations.

We offer our congratulations to the editors of the two volumes on the success which has attended their patient labours ; they have well maintained the standard of distinction set in the Selden Society Publications.

Finally, the printers' part in the production of both volumes has been performed in a manner which leaves nothing to be desired.

Books Received.

Notable Trials. The Trial of Madeleine Smith. New Edition. Edited by F. TENNYSON JESSE (author of "Murder and its Motives," &c.) Medium 8vo. pp. xi and 413. Illustrated. Wm. Hodge & Co., Ltd., Edinburgh and London. 10s. 6d. net.

Butterworth's Twentieth Century Statutes (Annotated). Vol. XXIII, containing the Public General Acts passed in the year 1926, relating to England and Wales. G. E. HART, Solicitor, author of "Hart on Copyholds." Medium 8vo. pp. xiv, 326, and (Index) 18. Butterworth & Co., Bell Yard. 22s. 6d. net.

A Treatise on the Law and Practice of Injunctions. W. W. KERR, Barrister-at-Law. Sixth Edition, by J. M. PATERSON, M.A., LL.M., Barrister-at-Law. Medium 8vo. lxiv and 743 (with Index). 1927. Sweet & Maxwell, Ltd., Chancery Lane ; The Catswell Co., Ltd., Toronto ; The Law Book Company of Australasia, Ltd., Sydney, Melbourne and Brisbane. £2 5s. net.

The Irish Law Times and Solicitors' Journal. Vol. LXI, No. 3145. Saturday, 7th May, 1927. John Falconer, 53, Upper Sackville Street, Dublin. 1s. net.

Ministry of Health—Reports on Public Health and Medical Subjects. No. 41. Report on an outbreak at Poplar suspected to be due to local pollution of water supply. GEORGE C. HANCOCK, C.B.E., M.R.C.S. H.M. Stationery Office. 9d. net.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers are invited and will be answered by some of the most eminent authorities of the day All questions should be addressed to—The Assistant Editor, "The Solicitors' Journal," 94-97, Fetter Lane, E.C.4, be typewritten on one side of the paper only, and be in triplicate. Each copy to contain the name and address of the Subscriber. To meet the convenience of Subscribers, in matters requiring urgent attention, answers will be forwarded by post if a stamped addressed envelope is enclosed.

LEASE—"AMELIORATING WASTE."

773. *Q.* A client has a lease of shop property originally for thirty years, of which about fifteen years are unexpired. He desires to make alterations to the premises, which will considerably improve their value, in order to expand his business, but the Lessor absolutely refuses to allow him to do this, and suggests that he should buy the freehold at an inflated value. The alterations will be a considerable improvement to the premises and will increase their value. It is obvious that he does not come within the provisions of s. 84 of the L.P.A., 1925. We shall be glad to know whether there is any other provision of the new legislation which we have overlooked which would entitle him to insist on making the alterations ?

A. Assuming that the lease forbids the proposed alterations, the lessee here proposes to commit a technical breach of covenant in the nature of "meliorating or ameliorating waste," and may be referred to the cases of *Doherty* v. *Allman*, 1878, 3 A.C. 708; *Jones* v. *Chappell*, 1875, L.R. 20 Eq. 539; and *Hyman* v. *Rose*, 1912, A.C. 623. The application of the law laid down in these cases will depend upon the exact terms of the lease. If there is a clear covenant not to alter the premises without licence, the lessee is bound by it, and it is enforceable by injunction. If on the other hand there is merely such a covenant as that in *Doherty* v. *Allman*, the injunction would not go. In any proceedings to which the L.P.A., 1925, s. 146 (2) may apply, the lessee would no doubt strengthen his position by an undertaking to restore: see *Hyman* v. *Rose*, p. 628.

PRE-1914 MORTGAGE—MORTGAGEE ALIEN ENEMY—TITLE.

774. *Q.* In 1908 an English lady resident in Germany advanced a sum of money on Manchester property by way of second mortgage; in the year 1913 the lady married a German subject in Germany and thereby acquired her husband's nationality, thus becoming a German subject. In the year 1920 the mortgage was transferred by her to a transferee for valuable consideration. Was she competent to give a receipt for the money and execute a deed of transfer without the concurrence of her husband ? If not, what effect did her marriage have upon her right to dispose of her personal estate ?

A. A mortgage debt is regarded in private international law as an immovable: see "Dicey," 4th ed., p. 344, and the title to it must be found by English law (distinguishing the law as to personal property expounded in *De Nicols* v. *Curlier*, 1900 A.C. 21). Now by English law the mere marriage of a woman mortgagee without specific assignment under seal, would not pass the mortgage debt to the husband, or to marriage settlement trustees, and therefore she remained entitled after her marriage. But after 4th August, 1914, the debt became one due to an alien enemy, and therefore appears to be subject to the Treaty of Peace, Art. 296 (1) (and see also Art. 299 (*a*) and Annex 2 (*c*)) as incorporated into our law by the Treaty of Peace Act, 1919, and S. R. & O., 1919, vol. II, p. 205). If this view is right, the receipt should have been given by the German clearing office, and the lady's is void. The only right she could transfer was that she had against the Tribunal.

REGISTERED LAND—L.R.A., 1925. S. 65—OTHERWISE THAN BY DEPOSIT.

775. *Q.* Section 65 of the L.R.A., 1925, provides that where a charge or mortgage (otherwise than by deposit) is registered, the land certificate should be deposited at the registry. What is the meaning of "otherwise than by deposit"? If you will refer to s. 10 (1) class C (i) of the L.C.A., you will see a reference to a mortgage protected by deposit of documents relating to the legal estate affected, and we took the view that s. 65 of the L.R.A. means that where a charge or mortgage is created and the deeds and documents of title relating to the property mortgaged are not deposited with the mortgagee, i.e., as on a second mortgage, the registrar can compel the deposit in the registry of the land certificate, but that the section has no application where those deeds and documents are so deposited with the mortgagee. The land registry take the opposite view and insist upon the deposit of the land certificate in the registry in all cases where a charge is created, whether the deeds and documents are or are not in the possession of the mortgagee.

A. Section 65 is a new provision, and there is therefore no authority to assist in the construction of the words "otherwise than by deposit." It is conceived, however, that the land registry view is correct. The words refer to "mortgage" only and the security excepted from the operation of s. 65 is a mortgage by deposit of the land certificate. It may be pointed out that this is the view adopted in "Brickdale and Stewart Wallace, on The Land Registration Act, 1925." "The borrower's land certificate (except in the case of a mortgagee by deposit) is to be detained in the registry during the subsistence of the charge or mortgage": *ib.*, p. 103.

COPYHOLD—EXTINGUISHMENT OF MANORIAL RIGHTS—ENDORSEMENT OF ASSURANCES.

776. *Q.* On the 31st December, 1925, A was the admitted tenant of certain copyhold property which on the following day automatically became enfranchised by virtue of the provisions of the L.P.A., 1922. Just recently A has entered into a compensation agreement with the lord of the manor to extinguish all the manorial incidents, save those preserved by the 12th Sched. to the L.P.A., 1922, and the compensation agreement has been completed on those terms. A has now contracted to sell the property as freehold, free from the manorial incidents except those preserved to the lord of the manor by the 12th Sched. to B. The point is, must B's conveyance be produced to the steward and registered under s. 129 by reason of the fact that the property was conveyed to B subject to the rights preserved to the lord of the manor by the 12th Sched. and the fact that these incidents have not been extinguished ?

A. The L.P.A., 1922, s. 138 (1) (*a*), provides that manorial incidents saved by Pt. V and all manorial incidents of a like nature, shall be extinguished when the compensation agreement is executed. A and the lord of the manor have executed the compensation agreement, therefore the manorial incidents mentioned above are extinguished, which precludes the application of s. 129: see sub-s. (1). The conveyance need not therefore be produced to the steward.

UNDIVIDED SHARES—BARE LEGAL ESTATE OUTSTANDING 1ST JANUARY, 1926—TITLE.

777. *Q.* With respect to the answer to *Q.* 770, instead of X, the eldest son of A and B, appointing his brothers as his co-trustees, is there not the alternative course open for Y to take out representation to B whereby the legal estate would vest in Y as personal representative of B? If this is so, can he not then sell as surviving personal representative of A, his father?

A. If Y took out letters of administration to B's estate, trust estates vested in her at her death would normally vest in him pursuant to the C.A., 1881, s. 30 (unrepealed *quâ* deaths before 1926, see L.P.A., 1925, 7th Sched.). If, however, the answer to *Q.* 770 is well founded, the 1st Sched., Pt. IV, para. 1 (1), gave X, a person in whom the legal estate was vested on 1st January, 1926, an original trust for sale, and divested him of his character as heir to B. It is thus arguable that, even if Y obtained a grant to B, the property would not pass to him as a trust estate, which otherwise would have been vested in B's heir as such. Again, it is doubtful whether Y could sell, for there was no express power of sale in B or anyone else: see *re Crunden & Meux's Contract*, 1909, 1 Ch. 690. The situation might, in fact, give rise to an interesting argument on a vendor and purchaser summons, but the parties concerned would probably find the expedient suggested in the answer to *Q.* 770 cheaper, and the purchaser, obtaining conveyance from all beneficiaries and persons who might be entitled to the legal estate, would have a good title.

TRUST FOR SALE—WHETHER TRUSTEES' STATUTORY POWERS CUMULATIVE.

778. *Q.* A testator who died in 1877 left his real property to his trustees, upon trust to sell, call in and convert into money in such manner as they might think fit. He empowered his trustees to grant leases for any term *not exceeding twenty-one years*. By s. 28 (1) of the L.P.A., 1925, trustees for sale shall, in relation to land . . . have all the powers of a tenant for life and the trustees of a settlement under the S.L.A., 1925, including in relation to the land the powers of management conferred by that Act during a minority. By s. 28 (5) this section applies to dispositions on trust for sale coming into operation either before or after the commencement . . . of this Act. By s. 41 (iv) of the S.L.A., 1925, a tenant for life may grant leases for a term of fifty years. It is thought that the effect of the Acts is to extend the trustees' power to grant leases, so that they may now grant leases up to fifty years, though their trust instrument authorises them only to grant leases up to twenty-one years. Is this correct?

A. Yes. Sections 25 (1) and 28 (2) are examples of statutory powers being controlled by the settlement, but there is no general provision as to ss. 23-33 corresponding to the T.A., s. 69 (2), which enables settlors to exclude such powers. As to the over-riding nature of these powers, see the decision of Astbury, J., on 10th March, in *re Flint*, 1927, W.N. 85

SPORTING RIGHTS—LEASE OR LICENCE—RATES.

779. *Q.* If A hires the exclusive shooting and sporting rights and the right to take and carry away all game killed over certain lands for (1) one season only, (2) for three years, by (*a*) a verbal arrangement, (*b*) a written agreement formally demising the rights to him but not under seal, (*c*) a deed under seal for one year only, whether A, the sporting tenant, after paying his rent or part thereof and going into possession of the rights is liable to have the sporting rate assessed and levied direct on him so as to be liable for same, and if the rights are let at an inclusive rental and A has paid his full rent, and is called upon to pay the rate, what remedy (if any) has he against his landlord for recovery of the rates so paid; see the recent case in the King's Bench Division of *Swayne* v. *Howells*, reported in Weekly Notes, November, 1926.

If the agreement is in writing but not under seal and the hirer of the rights has entered into possession and paid the rent, or part thereof, could he be evicted by the landlord or deprived of exercising his sporting rights, as not having a proper grant of same? What are the different rights of the landlord and tenant by a deed under seal as compared with a written demise of same not under seal? Could an agreement not under seal operate as an agreement to grant a lease so that the tenant could obtain specific performance of the same?

A. The case of *Swayne* v. *Howells* is now reported 1927, 1 K.B. 385. The basis of the judgment appears to be that the appellant had a mere licence to fish as distinct from a lease of the fishing. The report of the case, however, which shows that the appellant arranged and paid for an exclusive right of fishing each year, leaves a considerable difficulty in understanding why this arrangement was not a parol lease of the fishing for a year, as authorised in 1925 (the date considered in the case) by s. 2 of the Statute of Frauds, 1677, and now by s. 54 (2) of the L.P.A., 1925. A right of sport is not a mere licence to enter on land, but a profit *à prendre*, see *Fitzgerald* v. *Firbank*, 1897, 2 Ch. 96, pp. 100-101. *Jones* v. *Williams and Roberts*, 1877, 46 L.J., M.C., 270, was authority that a parol reservation of sporting rights might accompany a parol demise. Since a reservation operated as a re-grant from the tenant before 1925 (after which the L.P.A., 1925, s. 65 (1) changed the law in this respect) this case was authority that a sporting lease, if for under three years, might be made by parol. On the other hand, a similar grant in *Brigstocke* v. *Rayner*, 1876, 40 J.P. 245, was not treated as a lease, and this case was quoted in *Swayne* v. *Howells*. It is somewhat doubtful whether *Brigstocke* v. *Rayner* is consistent with *Hurst* v. *Picture Theatres Ltd.*, 1915, 1 K.B. 1. Be this as it may, however, rating authorities cannot safely take proceedings against persons enjoying sporting rights granted verbally in respect of any period in the face of *Swayne* v. *Howells*, nor, having regard to the L.P.A., 1925, ss. 52 (1) and 205 (1) (ii), against those enjoying such rights granted to them by writing not under seal. A grant under seal, however, would, it is conceived, bring the case under s. 6 (2) of the Act of 1874, and the tenant would be liable to the authority. The case of *Hurst* v. *Picture Theatres Ltd.*, *supra*, is authority that the landlord could not evict his sporting tenant, even though the latter does not hold by deed. If the landlord contracts to pay rates that is a contract of indemnity and may be enforced accordingly, see *Atkins* v. *Hutton*, 1909, 103 L.T. 514. An agreement in writing not under seal to grant a lease could be enforced personally, but not against a landlord's successors in title unless registered as an estate contract.

SETTLED LAND—SALE BY TENANT FOR LIFE GIVEN RIGHT TO RESIDE—TRUST OF PROCEEDS.

780. *Q.* Testator by his will devised his freehold house, "Hazeldean," or any other freehold house with its appurtenances which he might be occupying as his residence at the time of his death, to his trustees in fee simple, upon trust that they should permit his wife during her life personally to occupy and enjoy the same free of any rent, she keeping the same in good repair and insured against fire, and in case the house so occupied by him at his death should be of leasehold tenure then he gave the same to his trustees upon trust to permit his said wife during her life if his term therein should so long last personally to occupy and enjoy the same, she keeping the same insured and in good repair as aforesaid and performing and observing the covenants of the lease and paying the rent and other necessary outgoings (if any), and his trustees should not incur any liability by reason of her neglect to fulfil these conditions. Subject to the trusts aforesaid he directed that the premises, whether of freehold or leasehold tenure, should fall into and form part of his residuary estate. Testator died 11th February, 1918. Testator's widow resided an "Hazeldean" for about a year after his death. She thet ceased to reside at the house, and sold it as tenant for life to a purchaser, and the proceeds of sale were paid to the trustees

of the will, and immediately after they had received the purchase money they invested the same and paid the widow the income of the proceeds of sale, and have been doing so for some years. The residuary legatees under the will have raised the point as to whether the trustees were right in so doing, or whether, after the widow ceased to reside at the house, the income on the proceeds of sale should have been retained by the trustees as part of the residuary estate and none of it paid to the widow. In view of the cases of (1) *In re Freme, Samuel* v. *Freme*, 1912, Ch. 56, Sol. J. 362, (2) *In re Simpson, Clarke* v. *Simpson*, 1913, 1 Ch. 277; S.L.A., 1882, s. 34; (3) *In re Boyer*, 1916, 2 Ch. 404; (4) *In re Anderson, Hilligey* v. *Kirkley*, 1 Ch. 1920, 175; (5) *In re Gibbons, Gibbons* v. *Gibbons*, 1920, 1 Ch. 372, C.A. Are the trustees right in continuing to pay the income of the proceeds of sale to the widow, or did she, after ceasing to reside at the house, lose all her interest in same, and should not the trustees now hold the income on the proceeds of sale in trust for the residuary legatees under the will?

A. None of the cases cited could have affected the strong provision contained in s. 51 of the S.L.A., 1882 (now replaced by s. 106 of the S.L.A., 1925) against any deterrent to the exercise of the statutory power, as the loss of all rights in the proceeds of sale assuredly would be. *Re Anderson, supra*, is distinguishable in that the widow here had actually resided in the house, and *Re Gibbons* is authority that she came within s. 2 (5) of the former, and s. 19 (1) of the latter Act. The widow is accordingly entitled to the income of the proceeds of sale of the house for her life since it was freehold, (as to leaseholds see s. 79 and *Re Simpson, supra*.)

Intestacy—Ad. of E.A., 1925, s. 41.

781. *Q.* A.B. died in December, 1926, intestate, leaving real and personal estate of the net value of £15,000. The estate comprised realty of the gross value of £850 (probate valuation), which was subject to a mortgage to secure £335, the remainder consisting of personalty. The deceased left a widow and four children. Since the death, the mortgage has been discharged out of personalty, and it is now desired to transfer to the widow the realty and £150 cash in discharge of the sum of £1,000 to which she is entitled under s. 46 (1) (i) of the Act. Under s. 41 (3) the personal representatives may fix the value and appropriate any part of the estate in satisfaction of any share to which the widow is entitled, and may make any assent requisite for giving effect to the appropriation. The real effect of the transaction, however, appears to be a purchase by the widow of the real estate for £850, and under the general rule of law that a trustee may not purchase from himself, we do not think an assent by the personal representatives would be effectual to vest the legal estate in the widow. Would not the proper method to vest the property in the widow be for the personal representatives to convey the real estate to the widow in which the children of the deceased would join to consent to the transaction?

A. A mere written assent in part satisfaction of the widow's claim is the appropriate procedure. An assent is in effect a disposition made in satisfaction of a claim by a beneficiary under a will or intestacy, and this case is not in any way different from the ordinary case of assent. The mortgagee presumably signed a receipt for the mortgage money and the realty was thereupon vested in the personal representatives clear of the mortgage. The personal representatives then assent to the vesting of the legal estate in the widow and Ad. of E.A., s. 36 (7) will afford ample protection to a purchaser from her.

The attention of the Legal Profession is called to the fact that the PHŒNIX ASSURANCE COMPANY Ltd., Phœnix House, King William Street, London, E.C.4 (transacting ALL CLASSES OF INSURANCE BUSINESS) invites proposals for Fidelity Guarantee and Court Bonds, Loans on Reversions and Life Interests. Branch Offices at Byron House, 7, St. James's Street, S.W.1; 187, Fleet Street, E.C.4; 20-22, Lincoln's Inn Fields, W.C.2; and throughout the country.

Court of Appeal.

No. 1.

Lewis *v.* Guest, Keen and Nettlefolds, Ltd.; Watkins *v.* Same; Tucker *v.* Same; Ingram *v.* Crawshay Brothers.

17th, 18th, 21st March and 6th April.

Workmen's Compensation—Injured Workmen—Partial Incapacity—Light Work—Cesser of all Employment Owing to State of Labour Market—Right to Compensation—Workmen's Compensation Act, 1906, 6 Edw. 7, c. 58, s. 1.

Workmen who by an injury have been wholly or partially incapacitated as wage earners, and so entitled to compensation, can claim that compensation in a case where work has been given to them and that work has terminated from economic causes. The compensation allowed by the Workmen's Compensation Acts, 1897 to 1925, is a guarantee of the workman's livelihood, and he is entitled to it even when, owing to the state of the labour market, the employment would have terminated in any event.

Appeal from a decision of the judge at Merthyr Tydfil County Court. These four appeals were heard together, the facts being somewhat similar, and the questions involved being the same. In the first case, Lewis had been employed by the respondents as a miner for over fifty years. In 1904 he had met with an accident, losing his left arm. Thereafter the employers gave him light work, oiling machinery, but this ceased in September, 1924, owing to the pits closing down through economic causes. Upon Lewis bringing a claim for compensation, the county court judge thought that the employment had ceased owing to the state of the labour market, and not owing to incapacity due to the injury, and he made an award for the respondents; and so in the other three cases. The applicants appealed. The Court allowed the appeals.

Lord Hanworth, M.R., said that the object of the compensation given by the various Acts was to secure to the worker a fair livelihood, and they did not even refer to other causes of incapacity, or to unemployment supervening from any other cause. The cases of *Lysons* v. *Knowles & Sons*, 49 W.R. 636; 1901, A.C. 79; *Woodilee Coal & Coke Co.* v. *McNeill*, 1918, A.C. 43; and *Harwood* v. *Wyhen Colliery Co.*, 57 Sol. J. 300; 1913, 2 K.B. 158, all showed that compensation was not founded upon the idea of indemnity, or making compensation for wrong done. In *Stowell* v. *Ellerman Lines Lim.*, 1923, W.C. & Ins. Rep. 178, old age and other intervening causes making work impossible were held not to be causes for declining to award compensation, and that principle was actually applied in *McNally* v. *Furness Withy & Co.*, 1913, W.C. & Ins. Rep. 717, where the reason why the workman could not earn the wages from the light work open to him was that he was in prison for theft. In *Radcliffe* v. *Pacific Steam Navigation Co.*, 54 Sol. J. 404; 1910, 1 K.B. 685; and *Cardiff Corporation* v. *Hall*, 1911, 1 K.B. 1009, it was expressly laid down that in assessing the amount of compensation due the state of the labour market should not be regarded, and the Court of Appeal said the same thing in *Gaffney* v. *Chorley Colliery Co.*, 1922, L.J. K.B. 1. It was said in *Merry and Cunningham Lim.* v. *Black*, 1909, S.C. 1150, that a rise or fall of wages in the labour market might be taken into account, as showing the scale of compensation; but not the state of the market in considering the question as to whether the right to compensation existed or not.

Atkin, L.J., delivered judgment to the same effect, and Lawrence, L.J., concurred.

Counsel: *Cave*, K.C., and *A. T. James*, for the appellants; *Wingate Saul*, K.C., *Shakespeare* and *Langman*, for the respondents.

Solicitors: *Warren & Warren*, for *Edward Roberts*, Dowlais; *A. Russell Jones; Watson, Sons & Roome; Peacock & Goddard*, for *D. W. Jones*, Merthyr Tydfil.

[Reported by G. T. Whitfield-Hayes, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re **Cliff's Contract.** Astbury, J. 1st April.

VENDOR AND PURCHASER—LAND—STATUTORY TRUSTEES APPOINTED BY TRUSTEES FOR SALE—PERSONS INTERESTED IN MORE THAN AN UNDIVIDED HALF OF THE LAND OR THE INCOME THEREOF—VALIDITY OF APPOINTMENT—LAW OF PROPERTY ACT, 1925 (15 Geo. 5, c. 20), Sched. I, Pt. IV, para. 1 sub-para. (4).

Where, on the 1st March, 1910, property was conveyed to four persons as tenants in common in equal shares, and on 1st January, 1926, three of them were dead, having each devised their property to trustees for sale by their respective wills, held that such trustees and the surviving tenant in common were collectively "persons interested in more than an undivided half of the land and the income thereof," within the meaning of para. 1, sub-para. (4), (iii) of Pt. IV, of 1st Sched. to the Law of Property Act, 1925.

Held further, that the words "persons interested" did not mean persons beneficially interested," but probably had the same meaning as those words bore in s. 35 of the Act.

Semble, that the Act was never intended to take away all the rights of trustees for sale under wills.

Vendor and Purchaser summons. This was a vendor and purchaser summons, issued under s. 49 of the Law of Property Act, 1925, by the vendors, asking for an order that the objections of the purchasers to the title of the property had been sufficiently answered by the vendors, and that a good title to the property had been shown. The facts were as follows:—By a deed, dated 1st March, 1910, certain property was conveyed to William, Joseph, Walter and Stephen Cliff, in fee simple, in equal shares as tenants in common. Joseph Cliff, by his will, dated 3rd October, 1911, devised and bequeathed his residuary real and personal estate to his trustees, upon trust for sale, and died on 9th June, 1914. Walter, by his will, dated 22nd September, 1916, devised and bequeathed his residuary real and personal estate to his trustees upon trust for sale, and died on 1st March, 1917. William, by his will, dated 20th August, 1915, devised and bequeathed his residuary real and personal estate to his trustees upon trust for sale, and died on 19th January, 1917. Stephen still survived. Under these circumstances the property vested in the Public Trustee on 1st January, 1926, under Pt. IV, Sched. I, of the Law of Property Act, 1925. By an agreement, dated 6th September, 1926, Stephen Cliff and one trustee for each of the wills of Joseph, Walter and William Cliff, deceased, agreed to sell, and the purchasers agreed to purchase, certain freehold property which included the property the subject of the deed of 1st March, 1910. By a deed dated 1st October, 1926, Stephen Cliff, and all the trustees of the three wills, in exercise of the power conferred upon them by the Law of Property Act, 1925, appointed the vendors to be trustees in place of the Public Trustee of (*inter alia*) the property comprised in the contract for sale for all the purposes of the Act. The purchasers objected to the title of the vendors. They contended that the trustees for sale of the three wills were not included in the description of persons interested in more than an undivided half of the land, or were thereof within the meaning of par. 1, sub-para. 4 (iii) of Pt. IV of the 1st Sched. to the Law of Property Act, 1925, and that the appointment of trustees in place of the Public Trustee was a nullity. For the vendors it was contended that "persons interested," in sub-para. (4) (iii), included trustees for sale, and that the appointment was valid and that the vendors were trustees of the property for the purposes of the statutory trusts created by the Act.

ASTBURY, J., after stating the facts, said: This is a vendor and purchaser summons raising a question on Pt. IV of the 1st Sched. to the Law of Property Act, 1925. The sole question is whether or not the vendors were validly appointed trustees within the meaning of Pt. IV. There is no question that the land vested in the Public Trustee, and that the legal estate passed to him. The question turns on whether the three sets of will trustees and the surviving tenant in common were or were not together "persons interested in more than an undivided half of the land or the income thereof." If they were so interested, the appointment of the vendors as trustees was good; if they were not, it was invalid. It has been suggested on behalf of the purchasers that "persons interested" within the meaning of para. 1, sub-para. (4) (iii), means "persons beneficially interested." The effect of that contention if correct would be that persons beneficially interested under these complicated wills must be found who, with the surviving tenant in common, can make up the necessary "persons interested." The vendors contend that sub-para. (4) must be read as meaning what it says, and it is impossible to say that these trustees for sale are not persons interested. There may be a difficulty in saying that they are now interested in the land, as it has vested in the Public Trustee, but there can be no question that they are interested in the proceeds of sale. It was very likely intended that the words "persons interested" should mean the same as they did in s. 35 of the Act after the land had been sold. There can be no doubt that the persons who appointed the vendors trustees were interested in the income of the land to a greater extent than one-half. There is one other matter. It has been contended on behalf of the purchasers that the effect of Pt. IV is not only to vest the legal estate in the land in the persons made trustees upon the statutory trusts, but to take away from the trustees for sale under the wills all their rights. It is impossible to think that the framers of the Act meant anything of the kind. It is most alarming to suppose that Pt. IV has the effect, in cases coming within its scope, of destroying all the provisions contained in wills under which property was previously held. Fortunately the court has not to consider that question, but only whether the vendors have been duly appointed trustees within the meaning of Pt. IV, para. 1, sub-para. (4). In my judgment they were so appointed and the purchasers' objection fails.

COUNSEL: *Topham*, K.C., and *Bradley Dyne*; *Sir Arthur Underhill*, K.C., and *Walter Banks*.

SOLICITORS: *Linklaters & Paines*, for *Scatcherd, Hopkins and Brighouse*, Leeds.

[Reported by L. M. MAY, Esq., Barrister-at-Law.]

Ex parte **Burdett Coutts**: *In re* **Columbia Bethnal Green Market and Approaches Act, 1866.**

Romer, J. 1st and 6th April.

COMPULSORY PURCHASE OF LAND—TITLE BY POSSESSION—PURCHASE MONEY PAID INTO COURT—PAYMENT OUT—LANDS CLAUSES CONSOLIDATION ACT, 1845 (8 & 9 Vict., c. 18), ss. 69, 76, 79.

Money paid into court 59 years ago by the promoter under the Lands Clauses Consolidation Act, 1845, on the ground that she was not satisfied with the title of the person from whom it was acquired, which person executed a conveyance thereof to the promoter as absolute owner was paid out to such person's legal personal representatives, nobody who was interested in resisting the payment out having been able to prove satisfactorily to the court that the title of such person or those claiming through him was defective.

Ex parte Winder, 1877, 6 Ch. D. 696, *followed*.

Originating summons. This was an originating summons taken out by the legal personal representatives of W.T., that a fund in court might be transferred and paid to him as such legal personal representative. The facts were as follows: In 1868 a promoter was desirous of acquiring under the powers of the Lands Clauses Consolidation Act, 1845, certain land

for the purposes of her undertaking. W.T. was, at that time, in possession of the land, apparently claiming to be the person absolutely entitled thereto. Notice to treat was served on him in due course, and he agreed that the compensation to be paid to him be assessed at the sum of £547. The promoter was not satisfied with his title when it came to be looked into, and she took the view that the children, if any, of three ladies would take an interest under the terms of a will in the property after the death of their mother. The three ladies had all been married before 1842. The promoter accordingly paid the money into court to the credit "*ex parte* Angela Georgina Burdett Coutts, in the matter of the Columbia Bethnal Green Market and Approaches Act, 1866," and took a conveyance from W.T. of the land, the conveyance not being expressed to be made in pursuance of the powers given to a limited owner, but as being a conveyance by a person who was absolutely entitled. W.T. applied in 1869 for payment out of the money, and his application was refused on the grounds that either all the three ladies were then living or, if not, that no evidence had been adduced that they were dead. And that there was no evidence that there were no children of their respective marriages. Another application was made and refused in 1894.

ROMER, J., after stating the facts, said:—The promoter ought to have proceeded, under s. 69 of the Lands Clauses Act, 1845, and to have had the compensation money properly ascertained in the manner provided by the Act, W.T. not being competent to agree in regard to the purchase money—she should then have paid the money into court to the credit to which, in fact, she did pay it. In my judgment, after considering the contention on behalf of the applicant that payment out ought to be directed under s. 79, and the case of *Gedge* v. *The Commissioners of Her Majesty's Works and Public Buildings*, 1891, 2 Ch. 630, if the money had been paid in in strict accordance with s. 76, I do not think I could have directed payment out to the present applicant under s. 79, because it would appear that W.T., at that time, was in possession of the land rightly not as the owner thereof, but as a limited owner. He was there in respect of a limited interest in the land, but, as had been already pointed out, the money was not paid into court in strict pursuance of the provisions of the Act. It was paid into court in such circumstances as it seems to me, that the promoter did not get absolute protection from the claim of the children of the three daughters, if such children there should be. It seems to me, however, that following the analogy of *ex parte Winder*, 1877, 6 Ch. D. 696, the court may well treat that money as having been paid into court merely as representing W.T.'s interest in the land, whatever that interest may be. It appears that the previous applications for payment out have been refused for the reason given by Hall, V.-C., in *ex parte Winder*, *supra*, at p. 703. It is to be observed that the Vice-Chancellor thought that the money ought to be paid out to the person with whom the contract was made, "subject only to his title proving in the event to be a defective title." In my judgment, the title of W.T. has not been proved to be defective. No claim has ever been made by any person claiming to be a child, or claiming through a child of any of the three daughters. Had W.T. continued in possession of the property he would by now have clearly obtained a good title under the Statute of Limitations, unless it could be shown that those claiming to be interested were under a disability or that their title was reversionary and still within the statutory period. If that could have been shown, no doubt W.T.'s title would have been defective. It has not been shown and in the circumstances, I think that, following *ex parte Winder*, *supra*, I ought, in the case of this application, made 59 years after the money was paid into court, to direct payment out on the ground that in the circumstances in which the money was paid into court, it was money to which the person with whom the contract was made was entitled, subject only to anybody who was interested in resisting the payment out being able to prove satisfactorily to the court that the title of W.T., or those claiming through him, was defective. Inasmuch as that has not been proved to my satisfaction, I think I am justified according to that decision in directing payment out to the present applicant. W.T. having been dead for many years, I therefore direct payment out to the applicant subject to the consent of the beneficiaries.

COUNSEL: *Droop, J. N. Gray.*

SOLICITORS: *Phillips* and *Cummings; Lawrence, Graham and Co.*

[Reported by L. M. MAY, Esq., Barrister-at-Law.]

High Court—King's Bench Division

Importers Company, Ltd. *v.* Westminster Bank, Ltd.

Mackinnon, J. 7th March.

BANKING — COLLECTING BANK — LIABILITY OF — CHEQUE MARKED "ACCOUNT PAYEE ONLY"—QUESTION OF NEGLIGENCE—MEANING OF "CUSTOMER"—BILLS OF EXCHANGE ACT, 1882 (45 & 46 Vict., c. 61), s. 82.

A collecting bank having presented a cheque to the bank on which it was drawn received the proceeds and credited the bank for which they collected with them in account. It was held that the collecting bank came within the provisions of s. 82 of the Bills of Exchange Act, 1882, and, where the cheque had been fraudulently indorsed, was not liable to the true owner of the cheque. A "customer" of a bank, within the meaning of the section, may be another bank.

The plaintiffs in this action, who were merchants in London, claimed £1,905 15s. 11d. as damages for the alleged wrongful conversion of a number of cheques. In the course of their business they purchased at varying times quantities of paper from German manufacturers, payment for which was effected through their buying agent, one Schultz, appointed in 1924. The practice was to send a cheque to Schultz who passed it on to the particular manufacturer. The cheques were drawn on the plaintiff's bank in London, the National Provincial Bank, Limited, and made payable to the manufacturer, and crossed and marked "account payee only." After a time Schultz, with fraudulent intention, commenced paying the cheques into his own bank, Heilmann's Bank, Dresden, having first forged an indorsement of the manufacturer's name and added his own name beneath. Heilmann's Bank collected the money from their English agents, the defendants in this case, who in due course collected the amount from the National Provincial Bank. Schultz had now become bankrupt and Heilmann's Bank had also become insolvent, and the plaintiffs, being still liable to the German manufacturers, now sued to recover the amount from the defendants. The defendants pleaded that Heilmann's Bank was their customer, and relied on s. 82 of the Bills of Exchange Act, 1882, which provides that "where a banker in good faith and without negligence receives payment for a customer of a cheque crossed generally or specially to himself, and the customer has no title or a defective title thereto, the banker shall not incur any liability to the true owner of the cheque by reason only of having received such payment." Alternatively, they pleaded that the words "account payee only" were only a direction to the receiving bank concerned and did not in any way affect a collecting bank; and also that they had remitted to Heilmann's Bank before they had any notice of the plaintiff's claim. Counsel for the plaintiffs addressing the court at his lordship's request referred to s. 72 of the Bills of Exchange Act, 1882, and also to s. 82, and with regard to the latter section submitted that the defendants did not "receive payment," but that if they did they did not receive it "for a customer." He contended that in the section "customer" referred to someone who might be described as a layman; it was not intended to include one bank dealing with another. He further submitted that to come within the protection of s. 82 the defendants must be acting as a receiving bank, and as such, see that the indorsements on cheques were in order. If they were not a receiving

bank they were not protected by s. 82. He referred to the following cases: *The National Bank* v. *Silke*, 1891, 35 Sol. J. 108; 1891, 1 Q.B. 435; *Bevan* v. *The Capital and Counties Bank, Limited*, 23 T.L.R. 65, at p. 68; *Akrokerri, &c. (Ashanti) Mines, Limited* v. *The Economic Bank, Limited*, 1904, 48 Sol. J. 545; 1904, 2 K.B. 465, at p. 472; *Great Western Railway Co.* v. *London and County Bank*, 1901, 45 Sol. J. 690; 1901 A.C. 414, at p. 418.

MacKinnon, J., giving judgment, referred to the facts of the case, to the plaintiff's method of payment by cheque through an agent, and to the agent's fraudulent practice, and said that *prima facie* the plaintiff's claim would be good, for undoubtedly the defendants had become possessed of the plaintiff's money. He cited s. 82 on which the defendants relied, and held that there was nothing to support counsel for the plaintiff's contention of negligence on the part of the defendants, or the further contention that the indorsements ought to have put the defendants on inquiry. Dealing with counsel's submission that there was no "payment for a customer" within the meaning of those words in the section, his lordship saw no reason whatever for limiting the meaning of the word "customer" to a private individual or firm, and held that Heilmann's Bank was a customer of the defendants within the meaning of the section. He further held that the defendants did "receive payment" within the meaning of the section and were therefore entitled to rely on s. 82 of the Bills of Exchange Act, 1882, and judgment was entered for them, with costs.

Counsel: For the plaintiffs: *D. N. Pritt*; for the defendants, *Rayner Goddard*, K.C., and *D. B. Somervell*.

Solicitors: *Buckeridge and Braune; Travers-Smith, Braithwaite and Co.*

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Stead v. Stead. Bateson, J. 3rd May.

Divorce—Wife's Petition—Evidence of an Infection commonly of a Venereal Character known as "Crabs."

An infection of the respondent with "crabs" is, in the absence of prior misconduct or infection of the petitioner, primâ facie *evidence that the respondent has committed adultery.*

This was an undefended Poor Person's Case. The parties were married on 8th August, 1915. At that time the respondent was a private in the R.A.M.C. In 1917 the respondent was drafted to Salonika and the petitioner did not live with him again until he was demobilised in August, 1919. A few weeks after the respondent's return the petitioner discovered that the respondent was infected with crab lice and had communicated the infection to her. Trouble arose between the petitioner and the respondent with regard to this, and the respondent said he would go away. In September, 1919, the respondent re-enlisted and remained serving in the Army until 1926. In July, 1926, the respondent wrote to the petitioner admitting adultery and enclosing a hotel bill. On the 22nd December, 1926, the petitioner filed her petition alleging adultery at the hotel in 1926. Further the petitioner alleged cruelty and adultery in 1919 in the following terms:—

Paragraph 5.—"That in or about the month of August, 1919, at a place unknown to your petitioner the said William Henry Stead committed adultery with a woman whose name and identity are unknown to your petitioner and thereby became infected with loathsome insects of a venereal character commonly known as 'crabs.'"

Paragraph 6.—"That in or about the month of August, 1919, at . . . the said William Henry Stead infected your petitioner with the aforesaid insects and was thereby guilty of cruelty."

The petitioner gave evidence bearing out the facts stated above and stated that she had not had intercourse with any man besides the respondent. Evidence in respect of adultery at the hotel was given, but the learned judge said that he was not satisfied with it. Counsel thereupon asked the judge to make a decree on the grounds of cruelty and adultery in 1919 based on the evidence of the respondent's infection with "crabs" and communication to the petitioner. Counsel submitted that such infection of the respondent and communication to the petitioner, in the absence of evidence of prior misconduct or infection of the petitioner, raised a *primâ facie* case of adultery and cruelty against the respondent.

Bateson, J.: Decree *nisi*. Poor person's costs.

Counsel: *A. B. Durley Grazebrook* for the petitioner.

Solicitors: *Jaques & Co.*, for *Moore, Shephard & Whitley*, Halifax.

[Reported by J. F. Compton Miller, Esq., Barrister-at-Law.]

In Parliament.

Questions to Ministers.

LAW OFFICERS' FEES.

Mr. Johnston (Dundee, Lab.), asked the Secretary to the Treasury the amount in fees and other emoluments, apart from salary, paid to the holders of the offices of Attorney General and Solicitor-General, respectively, under the provisions of the Treasury Minute of 5th July, 1895, for 1922, 1923, 1924, 1925 and 1926.

The answer, which was later circulated, gave the figures as follow:—

	Attorney-General.			Solicitor-General.		
	£	s.	d.	£	s.	d.
Year ended 31st March, 1923 ..	17,278	19	11	6,565	2	0
Year ended 31st March, 1924 ..	12,995	4	6	6,000	3	2
Year ended 31st March, 1925 ..	23,846	1	1	7,656	10	0
Year ended 31st March, 1926 ..	16,967	14	10	13,091	7	10

Particulars of the fees paid during the year ended 31st March, 1927, are not yet available.

INCOME TAX SIMPLIFICATION.

Mr. Allen (Liverpool, West Derby, U.), asked whether, in view of the promised simplification of procedure in connexion with income tax and the adoption of the same one year for income tax and super tax, it was proposed to continue a special department with special commissioners for super tax.

Mr. Churchill: Under the new scheme of simplification which I am proposing, the assessment of the supplementary instalment of income tax, to be called sur-tax, in the case of the larger taxpayers will be carried out, as in the case of the present super tax, by the Special Commissioners of Income Tax. My hon. friend is under a misapprehension in thinking that this system of centralised administration involves the maintenance of a special department. The additional staff employed under the Special Commissioners is not greater than the additional staff which would be required under a decentralised system.

ILLEGAL DEPORTATIONS AND LAW FEES.

Mr. McNeill, replying to Mr. Johnston (Dundee, Lab.), who asked whether any law officer of the Crown received fees or other emoluments arising out of the illegal deportations to Ireland in 1923, said: Yes, sir. The sum of £521 19s. 6d. was paid to the Attorney-General and £127 6s. to the Solicitor-General.

Mr. Johnston: Who got the balance of the £9,000 referred to in the White Paper?

Mr. McNeill: I cannot say off-hand, but if the hon. member will put down a question I will try to answer it.

Captain Garro-Jones (Hackney, S., L.): If the principle is established of no pay for bad advice to the Crown, would not the nation save all the salaries of the right hon. gentlemen? (Laughter.)

Police (Appeals) Bill.

Standing Committee B, under the chairmanship of Mr. Short, have concluded the consideration of the Police (Appeals) Bill, which provides for a right of appeal by members of police forces who were dismissed or required to resign. On the

motion of Lieutenant-Colonel Headlam (Barnard Castle, U.) an amendment was agreed to providing that where the Home Secretary, as a result of an inquiry, made an order which should be final and binding on all parties, such order as soon as it was made should be sent to both appellant and respondent, together with the report of the person who held the inquiry.

Mr. Hayes (Edge Hill, Lab.) moved an amendment providing that if a man had been suspended, and if as a result of an inquiry he was reinstated, the reinstatement should take effect from the date of the suspension. The Lord Advocate said he was willing to accept an amendment which would lay down that if a man was suspended for a period immediately preceding the date of the decision the order might deal with such suspension. The amendment in that form was agreed to.

An amendment was moved by which an appellant would have the right to be represented at an inquiry by a "friend" instead of by "a serving member of the police force," as laid down in the Bill. Lieutenant-Colonel Headlam said the Government could not accept the amendment. The matter dealt with would primarily be one of discipline, and to bring in an outsider might be prejudicial to that discipline. The amendment was negatived.

Mr. Hayes moved to omit the words which left it to the tribunal to decide whether the appellant should be represented by counsel or solicitor. They only asked, he said, that a police officer should have the right which was extended to the most hardened criminal when he appeared before a court. Lieutenant-Colonel Headlam thought the tribunal could be entrusted with the right to decide whether legal assistance was necessary for the appellant or not. The amendment might lead to additional cost. Mr. Scrymgeour (Dundee, Ind.) said they would be loading the dice against the appellant if he was not allowed legal assistance.

The Lord Advocate mentioned that in a case in Scotland the costs, excluding court fees, amounted to £1,681, which by taxation was brought down to £1,200. After further discussion Lieutenant-Colonel Headlam said he was prepared to allow that where the respondent was represented by a town clerk or other legal person, the appellant should be also legally represented. That might be provided for in the rules. The amendment was then withdrawn.

An amendment moved by Mr. Hayes, which would empower the Police Federation to create and maintain a common fund to defray the cost of appeals, was opposed by the Government, and rejected by fifteen votes to seven, and the Bill was ordered to be reported to the House.

Societies.

The Union Society of London.

At the debate of the Union Society, held on Wednesday, 4th inst., in the Middle Temple Common Room, the subject for discussion was "That this House deplores the modern craze for novel reading." Mr. F. G. Jones (barrister), who opened the debate, said the great men of the past did not read novels. The novel served no useful purpose and did harm to young women. Modern novels were depressing and tended to bring the human race to destruction. Mr. D. Geddes (law student), in opposing, said there must be some novels worth reading. The novel was a useful corrective to a dull evening. There spoke in favour of the motion: Mr. J. F. Mountain (barrister), Mr. R. S. Thorne (barrister), and Mr. D. F. Ryan (barrister). Against: Mr. K. Ingram (barrister), Mr. A. Sandilands (barrister), Mr. R. G. Randall (barrister), and Mr. A. C. Douglas. The opener having replied, the motion was lost by seven votes to four.

The City of London Solicitors' Company.

ANNUAL MEETING.

Mr. A. C. Stanley-Stone, C.C., the Master, presided at the Eighteenth Annual General meeting of the City of London Solicitors' Company which was held at the Guildhall on Monday last, and among those present were Mr. Hugh D. L. P. Francis, M.C. (Senior Warden), Mr. Harry Knox (Junior Warden), Mr. G. L. F. McNair (Past-master and Hon. Treasurer), Mr. Sydney C. Scott, Mr. T. H. Wrensted, Mr. E. Burrell Baggallay, J.P., Mr. J. Montague Haslip, J.P., Mr. G. Stanley Pott, Mr. P. D. Botterell, O.B.E., (Immediate Past-master), Mr. E. J. Stannard (Senior Steward), Mr. F. M. Guedalla (Junior Steward), Mr. J. H. N. Armstrong, Mr. R. S. Fraser, Mr. M. C. Matthews, The Hon. E. G. Eliot, Mr. H. S. Syrett, C.B.E., Mr. C. G. Syrett, Mr. A. F. I. Pickford and Mr. E. G. Roscoe (Members of the Court of Assistants), Mr. A. S. Hicks (Hon. Auditor), and Mr. A. T. Cummings (Clerk).

The annual report stated that amongst the more important matters dealt with by the Court during the year was that concerning the law of arbitration, with regard to which the Lord Chancellor had appointed a special committee, under the chairmanship of Mr. Justice MacKinnon, to consider and report whether any, and if so what, alterations were desirable in the law relating to the effect given in England and Wales to submissions to arbitrations and awards made elsewhere. They had submitted to the committee a memorandum containing a number of views it desired to express on the matter, and it was gratifying to note in the report of the committee, issued in January last, that the majority of the suggestions put forward by the Company were included. The attention of the court was drawn by some of its members to the somewhat oppressive covenants in the leases of a pubic institution which is a large owner of property. A letter was addressed to The Law Society requesting that body to take up the question with a view to testing the legality of the conditions complained of, and the court offered to co-operate in any steps which the Society might think proper to take. The council of The Law Society communicated with the institution referred to, and as a result it was understood that a revision of the form of lease was under consideration. The London Chamber of Commerce submitted to the Company a memorandum setting out arguments in favour of giving power to the courts to arrest the property of a foreigner which might be discovered in England. The court was of opinion that the subject merited careful consideration and inquiry, and that the whole subject should be investigated by a Royal Commission to which end they were prepared to support the Chamber.

The Master moved the adoption of the report which was agreed to. He observed that the Company was flourishing and that an application for increasing the authorised membership from 250 to 500 had been granted.

A court was afterwards held, when the following elections were made: Mr. Hugh D. P. Francis, M.C., Master; Mr. Harry Knox, Senior Warden; Mr. E. J. Stannard, Junior Warden; Mr. G. F. L. McNair, Hon. Treasurer; Mr. F. M. Guedalla, Senior Steward and Mr. J. H. N. Armstrong, Junior Steward, whilst Mr. A. T. Cummings was re-elected.

Law Association.

The usual monthly meeting of the Directors was held at The Law Society's Hall, on Thursday, the 5th inst. Mr. J. R. H. Molony in the chair. The other Directors present were Mr. H. B. Curwen, Mr. F. W. Emery, Mr. A. E. Pridham, Mr. Wm. Winterbotham, and the Secretary, Mr. E. E. Barron. A sum of £85 was granted in relief of deserving cases. The Annual General Court was fixed to be held at The Law Society's Hall, on Tuesday, the 31st day of May, at 2 o'clock. The annual report was considered and approved, and other general business transacted.

The Union Society of London.

A LADIES' NIGHT.

At the debate of the Union Society of London on Wednesday, to which ladies were invited, the subject for discussion was "That this House considers that women should not be given the vote at the age of twenty-one."

Mr. J. H. G. Buller (L.I.), in opening, said that almost the sole object of women at the age of twenty-one was matrimony and if and when they were married, to keep their husbands—they had no time for politics.

Miss Marion Reeves, of the Women's Freedom League, who opposed, said that the arguments advanced against giving women the vote at the age of twenty-one would be incredible in a few years. If women had the vote at that age there would be a majority against war. Those who paid taxes, and many did, should have representation.

The following supported the opener: Mr. J. M. Symmons (barrister), Mr. D. P. Ryan (law student), Mr. D. M. Clarke (barrister), Mr. F. G. Jones (barrister), Miss G. C. Wyatt, and Mr. W. L. Jenkins (barrister); and there spoke against the motion: Mr. K. Ingram (barrister), Miss A. Kennedy, Mr. Armungen, Mrs. Whates, Miss K. M. Madden, Mr. A. C. Douglas and Mr. Sawdons.

After the opener had replied, the motion was lost by six votes to five, the President giving his casting vote against.

THE MIDDLESEX HOSPITAL.

When called upon to advise as to Legacies, please do not forget the Claims of the Middlesex Hospital, Which is urgently in need of Funds for its Humane Work.

Legal Notes and News.

Appointments.

Mr. WILLIAM E. ADAMS, at present assistant solicitor to the Hammersmith Borough Council, has been appointed Assistant Town Clerk and Deputy Clerk of the Peace of the County Borough of Rotherham. Mr. Adams was admitted in 1925.

Mr. P. T. GROVE, LL.B. (Lond.), solicitor, Town Clerk of Brighouse, has been appointed Town Clerk of Widnes. Mr. Grove—who was admitted in 1916—also held the appointments of Clerk to the Borough Justices, Joint Hospital Board, and Old Age Pensions Committee.

The Right Hon. Sir ALFRED MORITZ MOND, Bart., P.C., M.P., has been appointed a Director of The Westminster Bank, Ltd.

Professional Announcement.

(2s. per line).

The practice carried on for thirty years by the late Dr. W. OSBORN BOYES in his own name at Barnet (Herts), and from 1898 carried on as "Boyes & Son," will in future be carried on by Mr. W. ARCHIBALD BOYES and Mr. WALTER WRIGHT under the name of "Boyes & Wright." There is no change in the individual partners but only in the style of the firm.

Wills and Bequests.

Mr. Robert Dickinson, solicitor, of Styford Hall, Stocksfield, Northumberland, who died on 23rd January, left estate of the value of £104,093. He gives £100 each to his old servants, Annie Robertson and Annie Neale; and £50 each to Willie James, chauffeur, John Swallow, cowman, and James Pearson, butler.

Mr. Cyril Herbert Pryor, solicitor, of The Grove, Boltons, South Kensington, S.W., and of the Outer Temple, Strand, W.C., left estate of the gross value of £21,646.

THE LEASEHOLD SYSTEM.

The Council of the Auctioneers' and Estate Agents' Institute have forwarded to the Government a memorandum on the Landlord and Tenant (No. 2) Bill. They urge that it is of paramount importance that the continuance of the leasehold system should not be imperilled. They point out that the system has worked beneficially in its division of the burden of providing houses and business premises, that great evils would result from uncertainty, and that it would be possible by very simple provisions to prevent landlords from exploiting tenants in regard to goodwill.

They also urge that the composition of the proposed Reference Committee should be widened by the inclusion of the president of the Auctioneers' Institute, and that procedure on the lines of the London Building Act would serve many of the purposes sought to be achieved by the Bill.

SHORTHAND WRITERS IN POLICE COURTS.

Sir Montagu Sharpe, K.C., at the Middlesex Sessions, on the 7th inst., urged the need of shorthand writers in the police courts so that the superior courts could have complete reports of what happened in the courts below. Sir Montagu said it often happened that statements made in the police court were not included in the depositions, and at the Sessions, point was made that the depositions did not record what the witness was now saying in the Sessions witness-box and which he stated he had said at the police court.

AUSTRALIAN MUTUAL PROVIDENT SOCIETY.

RESULTS OF ANNUAL VALUATION.

The Manager for the United Kingdom advises having received a cable from his head office, stating that the surplus disclosed in the ordinary department of the Society as at the 31st December last, amounts to £2,668,323, which, together with interim bonuses of £25,101, represents 57.7 per cent. of the participating premiums received. The cash surplus will provide reversionary bonuses equivalent to about £4,620,000. These figures are an improvement on last year's results. There has been a reduction in the expense ratio, which now represents 12.19 per cent. of the premium receipts, excluding purchase money for annuities, as against 12.46 for the previous year. The rate of interest realized on the mean funds has been £5 13s. 5d. per cent., as against £5 11s. 2d. for the year 1925.

NEW CORONERS ACT CRITICISED.

Criticisms of the new Coroners Act were made by the Manchester City Coroner, Mr. C. W. V. Surridge, on Wednesday 4th May, at an inquest on the body of William Montgomery, 17, who was injured at a colliery at Bradford, near Manchester, in January, and died following an operation in Ancoats Hospital on Monday. "When I can have the expert view of a Government inspector," Mr. Surridge said, "it seems very silly that I should have to summon you gentlemen, who have never been down a mine in your lives. It is simply wasting your time. Perhaps one of these days, when this fact becomes apparent, the regulations will be changed."

SCOTTISH TRUSTEE OF GERMAN'S ESTATE.

The Anglo-Hungarian Mixed Arbitral Tribunal, consisting of Baron van Heeckeren (President), Mr. Heber Hart, K.C. (British Arbitrator), Dr. Zoltan (Hungarian Arbitrator), sitting in London, have now delivered a considered judgment in the claim brought by Mr. Gilbert Paul Norton, as trustee of the estate of Fuhrmann and Kramer, tweed merchants, of Hawick, against Mrs. Charles Piskolty, a Hungarian national, for the price of goods sold and delivered to the defendant in April, 1914, together with interest thereon. The only question before the Tribunal was whether in the circumstances of the case when the Treaty of Trianon came into operation the price was due to a national of Great Britain within the meaning of Art. 231 of the Treaty.

It appeared that on 2nd January, 1913, George Fuhrmann, a German national, who was then carrying on business under the style of Fuhrmann and Kramer as a tweed merchant in Hawick, executed a deed which assigned and conveyed to Mr. Norton, chartered accountant, of Huddersfield, as trustee, for behoof of his creditors, all his estates, real and personal, including stock-in-trade and sums of money and debts due to him during the subsistence of the trust. The deed also gave Mr. Norton, as trustee, full power to sue for and recover the debts due to Fuhrmann.

The Tribunal said that by the law of Scotland which governed the operation of this deed, its provisions were valid and effective according to their tenor. The claimant, a British national, was suing for the price of goods supplied by him while acting in the execution of the trusts of this deed. It was not disputed that there was no prospect that upon the completion of the trusts any residuary balance would remain to accrue for the personal benefit of Fuhrmann, who was a German national. In these circumstances, it was, in the view of the Tribunal, quite clear that, both juridically and actually, the price of the goods in question had since the time of their sale to the defendant been due by her to the claimant, and that, on the other hand, this price had never been due by her to Fuhrmann. There was, therefore, no doubt that the debt was due to the claimant within the meaning of the words used in Art. 231 of the Treaty.

The Tribunal gave judgment against the debtor, accordingly together with Treaty interest on the sum claimed, with costs'

STREET BETTING AND FINANCE ACT.

Two summonses under the Finance Act, 1926, came before Mr. Tassell, at Tower Bridge Police Court, on the 5th inst. Albert Thomas Kell, of Beresford-street, Walworth, described as a bookmaker, was summoned for failing to give a ticket for a bet showing that the duty had been paid, under s. 15 (3) of the Act, and for carrying on business as a bookmaker without a certificate according to s. 15 (1) (*b*) of the Act.

Mr. Dart, solicitor for H.M. Customs and Excise, supported the summonses. Mr. Walter Frampton defended.

Mr. Frampton said that to shorten matters he would admit that Kell was convicted of street betting at English Grounds, Tooley-street, on 11th March, and was fined £15 at that court.

Mr. Dart said he would rather prove his case, and this having been done, Mr. Frampton urged that the Finance Act, 1926, made no mention of street betting, and that the defendant, having been fined once for that offence, could not be punished again for it.

Mr. Tassell said the offences now alleged were different. He did not know what would happen in the future, but in this case he would only fine the defendant 10s. on each summons.

Mr. Frampton asked the magistrate to state a case, and Mr. Tassell agreed.

MAGISTRATE REMOVED FROM THE BENCH.

The following announcement has been issued from the Duchy of Lancaster Office:—"The Chancellor of the Duchy has issued a flat for the removal of the name of Mr. John Craig from the Commission of the Peace for the Borough of Barrow-in-Furness."

GRAY'S INN MOOT.

MR. JUSTICE SWIFT'S JUDGMENT.

A Moot was held in Gray's Inn Hall on Monday, 2nd inst., before Mr. Justice Swift, there being present, besides Master Sir Plunket Barton, K.C. (Master of the Moots), Masters Bernard Campion, K.C., J. W. Ross-Brown, K.C., and F. Hinde. The following point was argued :—

As Mr. Timid Rabbett and his wife were walking along the main road from London to Birmingham adjacent to their villa residence and were about a quarter of a mile past the corner where the main road from Oxford to Leicester crosses the one they were on, they were met by Bertram Rash Ryder, mounted on a motor-bicycle with Miss Queenie Deer seated on the pillion behind him. The vehicle emitted most horrid smoke and smells of motor fuel. As it passed the pedestrians and went on its way they turned and watched it, and Mr. T. Rabbett exclaimed, "My goodness, Mary! Look at them! They'll break their necks before they've done—they're travelling a good 78 miles per hour." Mrs. Rabbett replied, "Oh, Tim, they're more likely to kill some poor child—they must be going 90 miles an hour." Having turned to watch the cyclists they retraced their steps towards home, and the motor-cycle vanished from their sight; but when they reached the corner ten minutes after the motor had passed them they discovered that an accident had taken place, for the motor-cycle had come into contact with the off-side rear wheel of a 40/50 h.p. Rolls-Royce on its journey from Leicester to Oxford, driven by the experienced chauffeur of Sir Allmost Riche, M.P., the member of Self-borough. The result of the accident was that Mr. Rash Ryder's sparking plug was fractured and Miss Deer sustained traumatic neurasthenia.

At the trial of an action brought by Miss Deer's next friend against Sir Allmost Riche for damages for personal injuries Counsel for the Insurance Company, who had kindly undertaken the defence, called Mr. Timid Rabbett and said to him, "Now tell us in your own words, when the motor-cycle passed you what did you say to your wife and what did she say to you."

Counsel for the Motor Hogs' Defence Union, who had charitably espoused the plaintiff's case, indignantly protested that such a question was inadmissible.

The judge allowed the question, and then Mr. Timid Rabbett deposed to the words set out above.

The chauffeur was also called for the defence. Mrs. Timid Rabbett was not called.

The verdict was for the defendant, and the plaintiff now appeals on the ground of misreception of evidence.

Mr. H. H. Weingott and Mr. D. Karmel were for the appellants; and Mr. C. P. Burke and Mr. E. G. Shedden appeared for the respondents.

His lordship, in delivering judgment, said that this was a point frequently before the courts in running down actions. The question, the admissibility of which was in dispute, should never have been put in that form. It was separable. There was no doubt that what the witness said to his wife was admissible. The fact that he was a quarter of a mile away made no difference, except that it lessened the weight of his evidence. That, however, was for the jury. Mrs. Rabbett's reply was inadmissible, but his lordship was of opinion that no miscarriage of justice had occurred and Ord. XXXIX, r. 6, of the Rules of Supreme Court applied. The appeal would therefore be dismissed, with costs.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
MondayMay 16	Mr. Hicks Beach	Mr. Ritchie	Mr. Bloxam	Mr. Hicks Beach
Tuesday .. 17	Bloxam	Synge	Hicks Beach	Bloxam
Wednesday 18	More	Hicks Beach	Bloxam	Hicks Beach
Thursday . 19	Jolly	Bloxam	Hicks Beach	Bloxam
Friday 20	Ritchie	More	Bloxam	Hicks Beach
Saturday .. 21	Synge	Jolly	Hicks Beach	Bloxam

Date.	Mr. Justice Astbury.	Mr. Justice Clauson.	Mr. Justice Russell.	Mr. Justice Tomlin.
MondayMay 16	Mr. Ritchie	Mr. Synge	Mr. Jolly	Mr. More
Tuesday .. 17	Synge	Ritchie	More	Jolly
Wednesday 18	Ritchie	Synge	Jolly	More
Thursday . 19	Synge	Ritchie	More	Jolly
Friday 20	Ritchie	Synge	Jolly	More
Saturday .. 21	Synge	Ritchie	More	Jolly

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-à-brac a speciality.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4½%. Next London Stock Exchange Settlement, Thursday, 26th May, 1927.

	Middle Price 11th May	Interest Yield.	Yield with Redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	86 1/16	4 12 6	—
Consols 2½%	55½	4 10 0	—
War Loan 5% 1929-47	100⅝	4 19 6	4 19 6
War Loan 4½% 1925-45	95¾	4 14 0	4 17 0
War Loan 4% (Tax free) 1929-42	100½	3 19 6	3 19 6
Funding 4% Loan 1960-90	87⅝	4 11 6	4 12 0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	92⅝	4 6 6	4 9 6
Conversion 4½% Loan 1940-44	98	4 12 0	4 16 0
Conversion 3½% Loan 1961	76 15/16	4 11 0	—
Local Loans 3% Stock 1921 or after	64½	4 13 0	—
Bank Stock	247	4 17 0	—
India 4½% 1950-55	91	4 19 0	5 2 6
India 3½%	71	4 19 0	—
India 3%	61	4 19 6	—
Sudan 4½% 1939-73	94	4 16 0	4 17 0
Sudan 4% 1974	84½	4 15 0	4 18 6
Transvaal Government 3% Guaranteed 1925-53 (Estimated life 19 years)	80½	3 14 0	4 12 0
Colonial Securities.			
Canada 3% 1938	84½	3 11 6	4 18 0
Cape of Good Hope 4% 1916-36	92⅔	4 6 6	5 0 0
Cape of Good Hope 3½% 1929-49	80½	4 7 0	5 0 6
Commonwealth of Australia 5% 1945-75	100¼	5 0 0	5 0 0
Gold Coast 4½% 1956	95¼	4 14 6	4 17 6
Jamaica 4½% 1941-71	92	4 18 0	4 19 0
Natal 4% 1937	92½	4 6 6	4 19 6
New South Wales 4½% 1935-45	89⅔	5 0 6	5 9 0
New South Wales 5% 1945-65	95¼	5 4 6	5 6 0
New Zealand 4½% 1945	95¼	4 15 0	4 18 6
New Zealand 5% 1946	101⅔	4 18 0	4 18 6
Queensland 5% 1940-60	96⅔	5 3 6	5 4 6
South Africa 5% 1945-75	102	4 18 0	4 19 6
S. Australia 5% 1945-75	98¾	5 1 6	5 2 6
Tasmania 5% 1945-75	100½	4 19 6	5 1 0
Victoria 5% 1945-75	100	5 0 0	5 2 0
W. Australia 5% 1945-75	99	5 1 0	5 3 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corpn.	62¾	4 16 0	—
Birmingham 5% 1946-56	101¾	4 18 0	4 19 0
Cardiff 5% 1945-65	100¾	4 19 0	4 19 0
Croydon 3% 1940-60	69	4 7 6	5 0 0
Hull 3½% 1925-55	78¼	4 10 0	5 0 0
Liverpool 3½% on or after 1942 at option of Corpn.	73½	4 15 6	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	52¼xd	4 16 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	62¾	4 15 6	—
Manchester 3% on or after 1941	62¾	4 15 6	—
Metropolitan Water Board 3% 'A' 1963-2003	62¾	4 15 6	4 16 0
Metropolitan Water Board 3% 'B' 1934-2003	65	4 12 6	4 15 0
Middlesex C. C. 3½% 1927-47	82	4 6 0	4 18 0
Newcastle 3½% irredeemable	71½	4 18 6	—
Nottingham 3% irredeemable	61¾	4 17 0	—
Stockton 5% 1946-66	101½	4 18 6	4 19 6
Wolverhampton 5% 1946-56	101	4 19 0	4 19 6
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	81	4 19 0	—
Gt. Western Rly. 5% Rent Charge	98½	5 1 6	—
Gt. Western Rly. 5% Preference	93¾	5 7 0	—
L. North Eastern Rly. 4% Debenture	75¾	5 6 0	—
L. North Eastern Rly. 4% Guaranteed	71⅛	5 12 0	—
L. North Eastern Rly. 4% 1st Preference	67¼	5 19 0	—
L. Mid. & Scot. Rly. 4% Debenture	80	5 0 0	—
L. Mid. & Scot. Rly. 4% Guaranteed	76¾	5 4 6	—
L Mid. & Scot. Rly. 4% Preference	72½	5 10 0	—
Southern Railway 4% Debenture	80	5 0 0	—
Southern Railway 5% Guaranteed	98	5 2 0	—
Southern Railway 5% Preference	92	5 9 0	—

H. H. & J. ROBINSON,
F.A.I.,
Surveyors, Valuers, Auctioneers and Estate Agents,
42, CASTLE STREET, LIVERPOOL,
And at WATERLOO.

WOOD & SON
Law Writing, Typing and Stationery.
SPECIALISTS IN SEARCHES AND AGENCY
Write for Special Search Form and List of Charges.
38, FURNIVAL ST., HOLBORN, LONDON, E.C.4.

For SALE by AUCTION, by order of the Court, at the LONDON AUCTION MART, 155, Queen Victoria Street, E.C.4, on Thursday, 26th May, 1927, at 2.30 o'clock.

58, GT. MARLBOROUGH ST.,
REGENT STREET, W.
Modern building of ground, basement and five upper floors. Frontage about 24 feet, depth about 90 feet, completely equipped with lift, ample lavatory accommodation and separate entrance to upper part.
VACANT POSSESSION
of the whole on completion, excepting the two top floors, which are let until 1930 at a low rental, the property being held for about 67 years at £600 per annum.
Auctioneers Messrs.
HENRY HOLMES & CO.,
82, Mortimer Street, W., in conjunction with
Messrs.
HILLIER, PARKER, MAY & ROWDEN,
27, Maddox Street, W.1.

GLEDHILL & GLEDHILL
SURVEYORS, AUCTIONEERS and ESTATE MANAGERS,
82, BOROUGH HIGH ST., S.E.1.
Factory and Warehouse Surveyors.
Hop. Properties entirely managed. 5026.

To Solicitors, Trustees and Executors.
DEBENHAM, STORR & SONS, LTD.,
AUCTION ROOMS
(ESTABLISHED 1813).
Auctioneers and Valuers of all Classes of Property.
For the Sale of Jewellery, Antique and Modern Silver, Curios, Furniture, China, Choice Furs, Works of Art, &c.
Valuations made in Town and Country for all purposes.
APPLY:
26, King St., Covent Garden, London, W.C.
'Phone: 2399 Gerrard. Telegrams: "Viewing, London."

BY ORDER OF THE TRUSTEES OF THE LATE WOLF MYERS, ESQ.
FREEHOLD GROUND RENTS
IN LOTS VARYING FROM £3 10s. to £400 p.a.
Messrs. RUTLEY, VINE & GURNEY
will sell by Auction at the London Auction Mart, 155, Queen Victoria-street, E.C., ON TUESDAY, 31ST MAY, 1927, at 2.30, IN LOTS
FREEHOLD GROUND RENTS AMOUNTING TO
£1,474 PER ANNUM
Amply secured upon CITY WAREHOUSES, 3 FINE BLOCKS OF MODERN FLATS, A FULLY LICENSED PROPERTY, AND 30 HOUSES, AS FOLLOWS:
5–8, QUEEN-SQUARE, CITY.
1–20, SUTTON-COURT, CHISWICK.
PRIORY-COURT AND CARLTON-MANSIONS, HAMPSTEAD.
"WINCHESTER ARMS," 63, SOUTHWARK-STREET, S.E.
35–43 (odd) KNOLLYS-ROAD, STREATHAM, S.W.16.
1, 4, 5, and 6, CLIFTON-ROAD, and 2–6, 10–14, 20, 38–46 (even), 33–41 (odd), 47, 61, 63, and 65, ASKEW-CRESCENT, SHEPHERDS BUSH.
WITH VALUABLE REVERSIONS IN FROM 17 TO 76 YEARS.
ALSO LEASEHOLD GROUND RENT OF
£200 p.a. nett for 968 years
secured upon FINE BLOCK OF FLATS AND SHOPS, VINCENT-SQUARE MANSIONS, WESTMINSTER.
Particulars of the Solicitors, Messrs. Rubinstein, Nash & Co., 5 and 6, Raymond-buildings, Gray's Inn, W.C.1, and of the Auctioneers, 97–98, Tottenham Court-road, W.1, and at 6, George-street, N.W.1. Telephone: Museum 2035 and 9090.

HARRODS, LTD.
Auctioneers, Estate Agents, Valuers.
Manager: OWEN WALLIS, F.A.I.
LOCAL OFFICE:
WEST BYFLEET, SURREY.
FURNITURE AUCTION GALLERIES:
KNIGHTSBRIDGE.
ESTATE SALE ROOM AND HEAD OFFICE:
62-64, BROMPTON ROAD, S.W.1.
TELEPHONE: SLOANE 1234.

EXPERT VALUER FOR PROBATE AND ALL PURPOSES.
HOUSEHOLD VALUATIONS.
Pearls, Emeralds, Diamonds, Ancient Silver, etc., Valued or Sold at my WEEKLY AUCTION SALES.
ESTATES MANAGED. RENTS COLLECTED.
DILAPIDATION SCHEDULES PREPARED.
SURVEYS FOR ALL PURPOSES UNDERTAKEN.
W. E. HURCOMB,
CALDER HOUSE, PICCADILLY, W.1.
(ENTRANCE 1, DOVER ST.). 'Phone: REGENT 6878-9.

GEORGE W. OSBORN
F.A.I., F.I.A.S.,
SURVEYOR AND VALUER,
19, NORWOOD ROAD, HERNE HILL, S.E.24
ESTATES MANAGED.
Valuations for all purposes. 'Phone: Brixton 4628.

SALTER, REX & CO.
Chartered Surveyors, Auctioneers & Valuers
311, KENTISH TOWN ROAD, N.W.5. and 121, CHEAPSIDE, E.C.2.
Telephones—HAMPSTEAD 4042 and CITY 8394.

FIELD & SONS,
(Established over 100 years.)
CHARTERED SURVEYORS,
AUCTIONEERS, VALUERS,
LAND & ESTATE AGENTS.
AUCTION SALES at the MART MONTHLY.
OFFICES
54, BOROUGH HIGH ST., LONDON BRIDGE, S.E.1.
ABBEY HOUSE, VICTORIA STREET, S.W.1.

H. J. BLISS & SONS
MONTHLY SALES at the LONDON AUCTION MART, 155, Queen Victoria Street, E.C.4.
Special attention also given to
Management of House Property, Valuations, Specifications of Repairs and Dilapidations, Compensation Claims.
106, Cheapside, E.C.2 & 164, Bethnal Green Rd. E.2.

Protect the Child.
Over three million Defenceless Little Ones have been benefited by the
NATIONAL SOCIETY FOR PREVENTION OF CRUELTY TO CHILDREN.
245 Inspectors are at work in all parts of the United Kingdom. A Remembrance of the Claims of the Children is earnestly sought when preparing Charitable Bequests.
Legacies
are a Valuable Help.
Full report on application to
Sir ROBERT PARR, O.B.E., Director,
VICTORY HOUSE, LEICESTER-SQUARE, W.C.2.

VALUATIONS

MADE OF

FACTORIES, PLANT & MACHINERY,

FOR ALL PURPOSES.

Sales by Private Treaty or Auction

of Factories, Wharves, Warehouses, Plant and Machinery, etc., by

LEOPOLD FARMER & SONS

FACTORY SPECIALISTS, AUCTIONEERS AND SURVEYORS,

46 Gresham St., Bank, E.C., & Kilburn, N.W.

Telephone: HOLBORN 584 (3 lines).

WEATHERALL & GREEN

Surveyors, Valuers, Auctioneers, and Estate Agents,

22, CHANCERY LANE, W.C.2.

SALES BY AUCTION.

VALUERS FOR ESTATE DUTY OF REAL ESTATE AND FURNITURE.

RATING SURVEYORS. COMPENSATION VALUERS.

VALUERS OF LICENSED PROPERTY.

ESTABLISHED 1852.

DRIVERS & NORRIS,

F.A.I.,

AUCTIONEERS, VALUERS, SURVEYORS, HOUSE, ESTATE AND FACTORY AGENTS

407, HOLLOWAY RD., N.7.

Telegrams: "DRIVERS, HOLLOWAY." 'Phone NORTH 1503 & 1504.

To BUY or SELL MICROSCOPES, TELESCOPES, WIRELESS APPARATUS, CAMERAS, LATHES, JEWELLERY, FISHING TACKLE, FURNITURE, PORCELAIN AND GLASS, ANTIQUES, CURIOSITIES, ARMS AND ARMOUR, BOOKS, NATURAL HISTORY SPECIMENS. **VALUATIONS UNDERTAKEN.**

Telephone: Gerrard 1824.
Telegrams: "Auks, Rand."

GO TO

STEVENS'S

(Established 161 years)

PERIODICAL SALES.

Write, Call or 'Phone

STEVENS'S AUCTION ROOMS LTD.,

38, KING STREET, COVENT GARDEN, W.C.2.

KNIGHT FRANK & RUTLEY'S SALE ROOMS

FOR

JEWELS, FAMILY PLATE, PICTURES, FURNITURE, CHINA,

And all classes of Valuable Property.

SALES IN COUNTRY HOUSES. FIRE VALUATIONS.

Special Estate Rooms for Auctions of Real Property and Investments.

20, HANOVER SQUARE, LONDON, W.1.

H. E. FOSTER & CRANFIELD

'Phone: City 1296 (3 lines). **6, POULTRY, E.C.2.** Telegrams: "Invariably Stock, London."

PERIODICAL SALE No. 1133.

REVERSIONS, SHARE IN POSSESSION, TITHE RENT CHARGES, POLICIES OF ASSURANCE, &c. For SALE at THE LONDON AUCTION MART, E.C., On THURSDAY NEXT, MAY 19th, at 2.30, in lots.

ABSOLUTE REVERSION on decease of life 86, to ¼ of about £7,000. Solicitors, Messrs. Biddle, Thorne, Welsford & Gait, 22, Aldermanbury, E.C.2.

A ONE-EIGHTH SHARE IN POSSESSION in valuable Freehold Property at Coventry. Solicitors, Messrs. Lazarus & Son, 19, Hanover-square, W.1.

POLICIES OF ASSURANCE.

£1,000 Scottish Widows' Fund Life Assurance Soc. Endowment, payable 24th May, 1934.

£1,400 Scottish Amicable Assurance Soc. Endowment, payable 17th February, 1934.

£200 Scottish Metropolitan Assurance Co. Endowment payable 22nd February, 1935.

Solicitors, Messrs. Syrett & Sons, 115, Moorgate, E.C.2.

Particulars of the respective Solicitors and of the Auctioneers.

FREEHOLD GROUND RENTS amounting to £83 per ann. arising out of seven Shops, Nos. 600, 602, 604, 608, 612, 614 and 616, Seven Sisters-road, N., with Reversion in about 50 years to rack rentals estimated at £1,000 per annum.

For SALE by AUCTION, as above, in seven lots, on THURSDAY NEXT, MAY 19th, at 2.30.

Particulars of Bertie F. Browne, Esq., Solicitor, 12, Clarges-street, W.1; and of the Auctioneers.

By AUCTION, THURSDAY, 26th MAY, unless previously disposed of.

TAPLOW.

RIVERSIDE RESIDENCE, close to Skindles. Two reception rooms, lounge hall, eight bed rooms, dressing room and offices; electric light. Garage. Boat-house and landing stage, also motor launch and sailing dinghy.

Solicitors, Messrs. Oldfields, 36-37, Queen-street, E.C.4. Particulars of the Auctioneers, 6, Poultry, E.C.2.

PERIODICAL SALES.
ESTABLISHED 1843.

MESSRS. H. E. FOSTER & CRANFIELD conduct PERIODICAL SALES of
REVERSIONS (Absolute and Contingent),
LIFE INTERESTS and ANNUITIES,
LIFE POLICIES,
Shares and Debentures,
Mortgage Debts and Bonds, and
Kindred Interests,
on the FIRST and THIRD THURSDAYS in each month throughout the year, at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.

Offices, 6, Poultry, London, E.C.2. Telegrams, "Invariably Stock, London." Tel. No. City 1296 (3 lines)

PERIODICAL PROPERTY AUCTIONS.

MESSRS. H. E. FOSTER & CRANFIELD beg to announce that their PROPERTY AUCTIONS will be held at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.

Vendors, solicitors and trustees having properties for sale are respectfully invited to communicate with the Auctioneers, at their Offices, 6, Poultry, London, E.C.2. Telegrams: "Invariably Stock, London." Tel. No. City 1296 (3 lines).

To be SOLD by AUCTION, on THURSDAY NEXT, MAY 19th, 1927, at 2.30 p.m.
BY ORDER OF THE EXECUTORS of the late MALCOLM STUART SINCLAIR.

THE HIGHLY IMPORTANT

FREEHOLD PROPERTY,

known as Nos. 18, 19 AND 20, COVENTRY-STREET, and Nos. 1 AND 2, GREAT WINDMILL-STREET, W.

PICCADILLY-CIRCUS,

Together with the GOODWILL of the fully-licensed

RESTAURANT BUSINESS,

Which has been established on the site for OVER A CENTURY under the world-renowned name of

SCOTT'S,

AS A GOING CONCERN.

Standing out prominently and overshadowing its neighbours, this imposing building forms a well-known landmark, occupying, as it does, an

UNIQUE CORNER SITE.

In perhaps the most conspicuous and commanding position in the very heart of the West End, the property must surely at once appeal to

BANKERS, SHIPPING AND INSURANCE COMPANIES,

And to TRADERS GENERALLY.

In addition the premises possess great ADVERTISING VALUE, whilst they are indispensable for the conduct of the present business, which is of considerable magnitude, showing large annual profits.

Particulars and Conditions of Sale of the Auctioneers,

GODDARD & SMITH,

Head Offices and Estate Auction Hall, 22, KING-STREET, ST. JAMES'S, S.W.1

Or of Mr.

HARRY SHARMAN,

10, NORRIS-STREET, HAYMARKET, S.W.1.

Vendors' Solicitors:

Messrs. ROUTH, STACEY & CASTLE, 14, SOUTHAMPTON-STREET, W.C.1.

Printed by THE SOLICITORS' LAW STATIONERY SOCIETY, LTD., at "Oyez" House, Fetter Lane, London, E.C.4, and Published at 94-97, Fetter Lane, E.C.4. ('Phone: Holborn 1853). Agents—The United States and Canada: The Carswell Co., Ltd., 145-149, Adelaide Street West, Toronto 2, Canada; India: Higginbothams, Publishers, Mount Road, Madras, and R. Cambray & Co., 10, Hastings Street, Calcutta; Australia and New Zealand: "The Times," 255a, George Street, Sydney, N.S.W. Saturday, May 14th, 1927.